

Rivers Edge II
Community Development District

March 15, 2023

AGENDA

**Rivers Edge II
Community Development District**

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

March 8, 2023

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 to be held on **Wednesday, March 15, 2023 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

Following is the revised agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of Consent Agenda
 - A. Minutes
 - 1. February 15, 2023 Board of Supervisors Meeting
 - 2. February 15, 2023 Special Joint Meeting
 - B. Check Register
- IV. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. General Manager
 - 1. Monthly Amenity and Field Operations Report
 - 2. Pond Service Report
 - E. Landscape and Irrigation Maintenance - Monthly Report
- V. Items to be Considered
 - A. Funding Request No. 52

B. Proposals

1. Cocina Boulders to Present Vehicle Damage to Landscaping
2. Plant Replacements for Manor Entrance

C. Acquisition of HighPointe at Rivertown Phase 2 Improvements

VI. Other Business

VII. Supervisors' Requests

VIII. Audience Comments

IX. Next Scheduled Meeting – April 19, 2023 at 10:00 a.m. the RiverTown Amenity Center

X. Adjournment

THIRD ORDER OF BUSINESS

A.

1.

MINUTES OF MEETING
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Wednesday, February 15, 2023 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present and constituting a quorum were:

DJ Smith	Chairman
Jason Thomas	Vice Chairman
Amber King	Supervisor
Adam Davis	Supervisor

Also present were:

Howard McGaffney	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	Vesta
Kevin McKendree	Vesta
Jay King	Vesta
Erik Olsen	Vesta
Ken Council	Vesta
Mike Scuncio	Yellowstone Landscape
Cheyne Solesbee	Yellowstone Landscape
Marilee Giles	GMS, LLC

The following is a summary of the discussions and actions taken at the February 15, 2023 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes

- 1. January 18, 2023 Board of Supervisors Meeting**
- 2. January 18, 2023 Special Joint Meeting**

There were no comments on the minutes.

B. Financial Statements

Copies of the financial statements were included in the agenda package for the Board's review.

C. Check Register

A copy of the check register totaling \$260,645.66 was included in the agenda package.

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

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Gentry informed the Board her firm has changed their name to Kilinski Van Wyk.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager – Update on Future Process for Unaudited Financials and Café P&L

Mr. McGaffney informed the Board that financial statements would be presented a month in arrears in the future to ensure the most accuracy. Additionally, he noted district management responsibilities has been transferred from Ms. Giles to himself.

D. General Manager

1. Monthly Amenity and Field Operations Report

Mr. Davidson provided an overview of the general manager's report, a copy of which was included in the agenda package.

Mr. Smith asked that going forward an event be held at the RiverClub for the Superbowl.

2. Pond Service Report

A copy of the pond maintenance report was included in the agenda package for the Board's review.

E. Landscape and Irrigation Maintenance – Monthly Report

A copy of the landscape maintenance report was included in the agenda package. Mr. Scuncio provided an overview of the maintenance activity that has taken place since the last meeting and plans for the near future.

FIFTH ORDER OF BUSINESS**Business Items****A. Board Review of Suspension of Amenity Privileges**

Ms. Gentry informed the Board of an incident that occurred on January 21, 2023 during which there was a physical altercation at the RiverClub and staff invoked the District's procedures to suspend the amenity privileges of the individual who initiated the altercation until the Board could review the incident at this meeting.

Mr. Steve Helewa addressed the Board regarding the incident stating, "Thank you for allowing me the time to be here and speak on my behalf. My name is Steve Helewa and I've been a part of this community for going on two years now. I live here with my wife Lisa and our two daughters. I own a small business called RiverTown Rides, LLC that provides transportation services primarily to residents within our community. We sponsor many events within RiverTown including Coffees and Car Meets and Christmas light shows. We're in the process of planning a community cleanup day this spring. Before moving here, I was an ENT, volunteer and paid. I was a disaster relief coordinator in New Jersey for over 10 years. I was a Boy Scout, and I was in the ROTC. The reason I mention all this is because I hope my character can be judged based on a lifetime of service, and not that really crappy night. That night I displayed a complete lack of judgment, compassion and restraint and it's something I will always regret. Alberto and I have been good friends, and eventually we became business partners. Unfortunately, that didn't work out and it caused a lot of issues in our friendship and that all boiled over at the RiverClub. Between the excitement of the Jags game, the bar, a couple drinks, and the blow up recently, I acted in a way that was shameful, disrespectful, and way out of my day-to-day character. The next day I reached out to Alberto, and I gave him my apologies. Since that night Alberto and I have mended our relationship and I've done some business again. I wanted you all to know that I'm fully aware how I acted was unacceptable and I can wholeheartedly give you my word nothing like that would ever happen again. I ask that you please restore my amenity privileges. Losing access to what the community has to offer would greatly impact my family. As early as this Friday, we're supposed to be attending

the father-daughter dance being held here at the RiverHouse and missing out on things like that would be heartbreaking for us. I assure you this is an eye-opening experience and my actions from here forward will reflect that. Thank you for hearing me out.”

Mr. McGaffney asked that the Board ratify the actions of staff in suspending Mr. Helewa, and in the same motion either reinstate his amenity privileges or extend the suspension.

Mr. Smith stated I know things get out of hand. Everyone is human and mistakes happen, so my vote is to reinstate his amenity privileges.

Ms. King, Mr. Thomas and Mr. Davis all agreed to Mr. Smith’s statement.

Mr. Smith motioned to ratify the actions taken by staff in suspending the amenity privileges of Mr. Steve Helewa as of January 21, 2023, and reinstating his privileges immediately. Mr. Thomas seconded the motion.
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Ms. King asked what the procedure is if a second incident occurs.

Ms. Gentry responded that the typical procedure is that the first offense is a verbal warning, the second offense is an automatic suspension for one week, and the third offense is suspension until the next board meeting. This would count as a first offense and any future offenses would trigger the automatic one-week suspension unless they were of a nature that staff deemed warranted a longer suspension in which case it would come before the Board again.

On voice vote, the motion to ratify the actions taken by staff in suspending the amenity privileges of Mr. Steve Helewa as of January 21, 2023 and reinstating his privileges immediately was approved with all in favor.

B. Ratification of Proposal for Vicarious Liability Insurance

Mr. McGaffney stated that while Vesta has liquor liability insurance attached to the managing of the café, the District’s insurance company has suggested a vicarious liquor liability insurance policy at an annual premium of \$829.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor adding a vicarious liquor liability policy at an annual premium of \$829 was approved.

C. Items to be Considered

1. Funding Request No. 51

A copy of funding request number 51 totaling \$258,525.99 was included in the agenda package.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor funding request number 51 was approved.

2. Resolution 2023-07, Setting a Public Hearing for the Purpose of Adopting Revised Suspension and Termination Rules

Ms. Gentry informed the Board that the purpose of this resolution is to set a public hearing for April 19, 2023, to adopt revised suspension and termination rules. Some of those revisions include expanding the list of suspension and termination triggering events, adding a provision for an administrative reimbursement up to \$500 when warranted to cover excessive staff time to process the suspension, adding a provision to make it clear that people are required to reimburse the District for any property damage, adding a provision for automatic extension of the suspension if the individual does not pay an fees due connected with the offense, adding provisions to clarify that additional legal action can be taken, and adding language about reciprocity to make it clear a suspension at one facility would also operate a suspension at all of the facilities.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2023-07, setting a public hearing on April 19, 2023 at 10:00 a.m. for the purpose of adopting revised suspension a termination rules was approved.

3. Proposals for Painting the Watersong Entry Monument (Cost Share Item)

Mr. Davidson presented two proposals for painting the Watersong entry monument totaling \$1,860 and \$3,200.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Investment Painting to paint the Watersong entry monument totaling \$1,860 was approved.

SIXTH ORDER OF BUSINESS

Other Business

Mr. McGaffney reminded the Board of a special joint meeting scheduled to begin at 10:30 a.m., which will include a private session to discuss security matters.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

**Next Scheduled Meeting – March 15, 2023
at 10:00 a.m. at the RiverTown Amenity
Center**

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

2.

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

A special joint meeting of the Board of Supervisors of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts was held Wednesday, February 15, 2023 at 10:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Rivers Edge

Mac McIntyre	Chairman
Erick Saks	Vice Chairman
Frederick Baron	Supervisor
Robert Cameron	Supervisor
Scott Maynard	Supervisor

Rivers Edge II

D. J. Smith	Chairman
Jason Thomas	Vice Chairman
Adam Davis	Supervisor
Amber King	Supervisor

Rivers Edge III

D. J. Smith	Chairman
Jason Thomas	Vice Chairman
Adam Davis	Supervisor
Amber King	Supervisor

Also present were:

Howard McGaffney	District Manager
Lauren Gentry	District Counsel
Jason Davidson	Vesta/Amenity Services
Jay King	Vesta/Amenity Services
Marilee Giles	GMS

The following is a summary of the discussions and actions taken at the February 15, 2023 special joint meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 10:30 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Discussion on Security Related Matters

The board and staff held a shade session on security matters pursuant to Sections 119.071(3)(a) and 281.301, Florida Statutes, then resumed the regular meeting.

FOURTH ORDER OF BUSINESS

Other Business

On MOTION by Mr. McIntyre seconded by Mr. Baron with all in favor for Rivers Edge CDD, Supervisor Saks was designated as liaison to staff to define a scope of services for audio visual monitoring as well as the ability to phase in additional security with the Sheriff's Department and obtain proposals to be considered at a future meeting.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor for Rivers Edge II and Rivers Edge III CDDs, Supervisor Smith was designated as liaison to staff to define a scope of services for audio visual monitoring as well as the ability to phase in additional security with the Sheriff's Department and obtain proposals to be considered at a future meeting.

On MOTION by Mr. McIntyre seconded by Mr. Cameron with all in favor the meeting adjourned at 11:10 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge II

Community Development District

Check Run Summary

February 28, 2023

Fund	Date	Check No.	Amount
General Fund			
<i>Accounts Payable</i>	2/3/23	1207	\$ 1,670.00
	2/23/23	1208	\$ 600.00
Sub-Total			\$ 2,270.00
Capital Fund			
<i>Accounts Payable</i>			\$ -
Sub-Total			\$ -
Total			\$ 2,270.00

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
2/03/23	00141	7/16/22 3035F	202212 320-57200-60000		*	1,670.00	
		PIRATE SHIP PAINT BALANCE					
			INVESTMENT PAINTING				1,670.00 001207
2/23/23	00026	1/17/23 01172023	202302 320-57200-49400		*	600.00	
		AIRBRUSH TATTO ART 2/25					
			AIRTATBODYART				600.00 001208
TOTAL FOR BANK A						2,270.00	
TOTAL FOR REGISTER						2,270.00	

RED2 RIVERS EDGE II OKUZMUK



Investment Painting Of North Florida

Rivers Edge CDD II .

Rivers Edge

475 West Town Place, 114

St. Augustine, FL 32092

(904) 440-5668

j davidson@vestapropertyservices.com

INVOICE	#3035 - F
SERVICE DATE	Dec 05, 2022
INVOICE DATE	Jul 16, 2022
DUE	Upon receipt
AMOUNT DUE	\$1,670.00

SERVICE ADDRESS

CONTACT US

229 S Torwood Drive

Saint Johns, FL 32259

(904) 307-6649

Investmentpaintingfl@yahoo.com

INVOICE

Services	qty	unit price	amount
Exterior Staining quote For Pirate Ship And Post On Swing Set	1.0	\$3,840.00	\$3,840.00
Pressure wash prior to painting and apply super deck solid color stain to vertical and horizontal surfaces 3 colors gray, brown and orange. Apply stain to all stainable surfaces on pirate ship and swing set. Price includes labor, materials and taxes			
Total	1.32	572.60	\$3,840.00

We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate! To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will than receive a invoice for your deposit of \$500.00 and at that time you will receive a tentative date for your approved

Approved RECDD II
Submitted to AP on 1-3-2023
by Jason Davidson
total due \$1,670
This is cost shared.

job.

Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more.

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

Thank you for your Business!



AirTatBodyArt

Signed on January 17, 2023

Approved RECDD II
Submitted to AP
on 1-17-2023
by Jason Davidson

Jason Davidson

Booking Agreement Rivertown Feb, 25, 2023 Mardi Gras Event

Business: AirTatBodyArt

info@airtatbodyart.com

(904) 434-6866

Recipient: Events at CDD2

eolsen@vestapropertyservices.com

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

(904) 679-5523

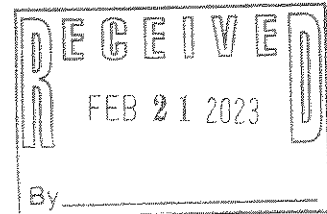
This contract is between AirTatBodyArt (the "Business") and Events at CDD2 (the "Client") dated 01/15/2023.

Rivertown

160 Riverglade Run

Saint John's FL. 32259

1 airbrush face painter/2 hrs+1 airbrush tattoo artist=\$600



Terms

1.32.572.494
26

Invoices

The Client agrees to pay invoice(s) by the due date(s) specified. Unpaid or overdue invoices may result in termination of the event.

Recipient initial

EO

Payment Methods

A deposit of 25% of the total fee is due 30 days prior to event. Any remaining balance shall be

paid to AirtatBodyArt by a check, cash or credit card prior to event starting.

Credit card payments are accepted via Square Up with a small fee of 2.60% swiped transactions & 3.5% for transactions manually entered.

Recipient initial

EO

Agent/Artist(s) Force Majeure/ Limited Liability

- a. A "Force Majeure Event" refers to any event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party including and defined as one or more of the following causes which renders an event or performance impossible, impracticable, or unsafe: an act of God: fire, natural disaster, threat or act of terrorism; riot or other forms of civil disorder in, around, or near the "event location"; any action or order of any governing court, agency or public authority; absence of power or other essential services; major weather event, or any recognized health threats or pandemic.
- b. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this agreement, the affected Party shall not be held liable for any obligations here under only for such delay or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this agreement or any provision hereof shall inform the other Party in writing, without delay, of exemption of obligation and shall use its best efforts to resume performance. Upon such notice, all obligations under this agreement shall be immediately suspended for the duration of such Force Majeure Event.

Artist/Airtatbodyart will refund all fees paid by Client in the event of non-performance by Artist/Airtatbodyart. Artist/Agent shall not be held responsible for damages above the amount of the agreed rate of pay. This Agreement is void in the event of Force Majeure as outlined above. Inclement weather is cause for cancellation only by agreement of both parties no less than 24 hours prior to event. In case of cancellation due to inclement weather, contract date will be rescheduled to take place within one year and the original terms of this agreement remain intact. Cancellation without cause by either party must be made in writing and delivered via certified mail at least 21 days in advance.

Recipient initial

EO

Severability/Court of Jurisdiction

If any provision of this agreement is declared by a court to be illegal or in conflict with any law,

the validity of the remaining terms shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. **ourt of Jurisdiction/Remedies:** This contract shall be governed and construed in accordance with the laws of the State of Florida, and any litigation arising out of this agreement shall be conducted in the courts of the State of Florida.

Recipient initial

EO

Licensing and Insurance

Airtatbodyart promises that it holds all licenses necessary to perform the work, that such licenses are valid and effective as of the date any work is performed or services provided, and that all work performed or services provided will be done in compliance with all applicable federal, state, or local laws and regulations.

Authority to sign

Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

Recipient initial

EO

Modifications

The Client and the Business must agree to any changes to this contract in writing.

Recipient initial

EO

Special Provisions

Artist will arrive at the event 30-60 minutes prior to performance time to set up.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this

agreement.

Business signature

Owner name	Stacie Migliore
Owner signature	<i>Stacie Migliore</i>
Business date signed	01/15/2023

Recipient signature

Recipient name	Eric Olsen
Recipient signature	<i>Eric Olsen</i>
Recipient date signed	01/17/2023

Activity

Document details

DOCUMENT TITLE	DATE CREATED
Booking Agreement Rivertown Feb, 25, 2023 Mardi Gras Event	January 12, 2023
SENDER NAME	RECIPIENT NAME
AirTatBodyArt	Events at CDD2
DATE SIGNED	RECIPIENT EMAIL
January 17, 2023	eolsen@vestapropertyservices.com
	RECIPIENT IP ADDRESS
	96.71.100.73

Document history

Date	User	Event
01/17/2023 11:31 AM	Events at CDD2	Events at CDD2 signed the contract
01/17/2023 9:16 AM	Events at CDD2	Events at CDD2 viewed the contract
01/15/2023 11:58 AM	AirTatBodyArt	AirTatBodyArt sent contract to Events at CDD2
01/13/2023 12:52 PM	Events at CDD2	Events at CDD2 viewed the contract

01/13/2023 12:42 PM	AirTatBodyArt	AirTatBodyArt updated the contract
01/13/2023 11:02 AM	Events at CDD2	Events at CDD2 viewed the contract
01/12/2023 7:17 PM	AirTatBodyArt	AirTatBodyArt sent contract to Events at CDD2
01/12/2023 7:01 PM	AirTatBodyArt	Contract created by AirTatBodyArt

FOURTH ORDER OF BUSINESS

D.

1.

RIVERTOWN

RECDD II Amenity and Operations Report

Date of report: 3/15/23

Submitted by: Jason Davidson

Gym Equipment update / No Board action required:

During finalization of the lease agreement there was a percentage rate increase. It was decided that instead of making monthly payments we would move to 5 annual payments. This option will reduce the cost of the lease by \$3K bringing us under the approved amount. We are waiting for the installation date to be provided to staff. We will be sure to keep the board(s) apprised as to our progress and we thank you in advance for your continued support and patience during this project.

Painting Project Updates / No Board action required:

WaterSong monument was completed as of 3-3-2023.

Cafe Financials Update – Current

FY23

	<i>Oct.22</i>	<i>Nov.22</i>	<i>Dec.22</i>	<i>Jan.23</i>	Total
Gross Sales	\$41,409.00	\$25,120.01	\$31,564.75	\$32,380.70	\$130,474.46
Cost of Goods Sold	\$16,803.21	\$13,840.01	\$12,965.18	\$18,151.62	\$61,760.02
Labor	\$19,349.60	\$17,178.40	\$14,920.60	\$19,004.60	\$70,453.20
Bank/SquareFees	<u>\$1,623.00</u>	<u>\$904.52</u>	<u>\$1,137.35</u>	<u>\$1,136.35</u>	<u>\$4,801.22</u>
Net Profit/Loss	\$3,633.19	-\$6,802.92	\$2,541.62	-\$5,911.87	-\$6,539.98

Café Financials Year to Year Comparison

<u>Year by Year</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
	<i>Oct.19</i>	<i>Oct.20</i>	<i>Oct.21</i>	<i>Oct.22</i>
Gross Sales	\$10,112.96	\$37,134.90	\$41,177.00	\$41,409.00
Cost of Goods Sold	\$6,247.12	\$18,799.35	\$22,577.00	\$16,803.21
Labor	\$8,533.40	\$10,776.40	\$21,399.40	\$19,349.60
Bank/SquareFees	<u>\$383.97</u>	<u>\$1,404.91</u>	<u>\$1,629.00</u>	<u>\$1,623.00</u>
Net Profit/Loss	-\$5,051.53	\$6,154.24	-\$4,428.40	\$3,633.19
	<i>Nov.19</i>	<i>Nov.20</i>	<i>Nov.21</i>	<i>Nov.22</i>
Gross Sales	\$11,608.85	\$33,947.49	\$19,630.00	\$25,120.01

Cost of Goods Sold	\$4,639.67	\$15,952.01	\$11,343.93	\$13,840.01
Labor	\$10,113.60	\$15,468.60	\$13,863.60	\$17,178.40
Bank/SquareFees	<u>\$443.39</u>	<u>\$1,744.08</u>	<u>\$739.00</u>	<u>\$904.52</u>
Net Profit/Loss	-\$3,587.81	\$782.80	-\$6,316.53	-\$6,802.92

<i>Dec.19</i>	<i>Dec.20</i>	<i>Dec.21</i>	<i>Dec.22</i>
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Gross Sales	\$13,048.80	\$35,748.80	\$20,126.63	\$31,564.75
Cost of Goods Sold	\$5,110.84	\$19,301.50	\$9,078.59	\$12,965.18
Labor	\$8,975.80	\$15,248.00	\$3,418.60	\$14,920.60
Bank/SquareFees	<u>\$490.58</u>	<u>\$1,279.40</u>	<u>\$716.56</u>	<u>\$1,137.35</u>
Net Profit/Loss	-\$1,528.42	-\$80.10	\$6,912.88	\$2,541.62

<i>Jan.20</i>	<i>Jan.21</i>	<i>Jan.22</i>	<i>Jan.23</i>
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Gross Sales	\$13,797.75	\$40,110.45	\$23,536.69	\$32,380.70
Cost of Goods Sold	\$6,109.25	\$17,903.62	\$9,569.00	\$18,151.62
Labor	\$8,482.40	\$22,359.00	\$11,918.20	\$19,004.60
Bank/SquareFees	<u>\$478.81</u>	<u>\$1,928.14</u>	<u>\$844.18</u>	<u>\$1,136.35</u>
Net Profit/Loss	-\$1,272.71	-\$2,080.31	\$1,205.31	-\$5,911.87

<i>Feb.20</i>	<i>Feb.21</i>	<i>Feb.22</i>	<i>Feb.23</i>
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Gross Sales	\$12,566.40	\$37,893.46	\$22,717.06	\$0.00
Cost of Goods Sold	\$5,340.65	\$12,794.68	\$8,618.50	\$0.00
Labor	\$8,368.20	\$18,004.00	\$10,816.20	\$0.00
Bank/SquareFees	<u>\$463.59</u>	<u>\$2,271.83</u>	<u>\$807.25</u>	<u>\$0.00</u>
Net Profit/Loss	-\$1,606.04	\$4,822.95	\$2,475.11	\$0.00

<i>Mar.20</i>	<i>Mar.21</i>	<i>Mar.22</i>	<i>Mar.23</i>
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Gross Sales	\$10,080.75	\$50,809.75	\$46,263.46	\$0.00
Cost of Goods Sold	\$3,565.27	\$23,186.14	\$27,045.00	\$0.00
Labor	\$5,046.00	\$21,265.40	\$17,975.60	\$0.00
Bank/SquareFees	<u>\$387.71</u>	<u>\$3,361.95</u>	<u>\$1,927.07</u>	<u>\$0.00</u>
Net Profit/Loss	\$1,081.77	\$2,996.26	-\$684.21	\$0.00

<i>Apr.20</i>	<i>Apr.21</i>	<i>Apr.22</i>	<i>Apr.23</i>
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Gross Sales	\$0.00	\$52,922.87	\$56,985.00	\$0.00
Cost of Goods Sold	\$0.00	\$27,205.03	\$25,207.00	\$0.00
Labor	\$0.00	\$25,151.00	\$24,809.80	\$0.00
Bank/SquareFees	<u>\$0.00</u>	<u>\$4,055.56</u>	<u>\$2,524.00</u>	<u>\$0.00</u>
Net Profit/Loss	\$0.00	-\$3,488.72	\$4,444.20	\$0.00

<i>May.20</i>	<i>May.21</i>	<i>May.22</i>	<i>May.23</i>
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Gross Sales	\$0.00	\$71,673.62	\$68,842.66	\$0.00
Cost of Goods Sold	\$0.00	\$31,835.51	\$29,018.51	\$0.00
Labor	\$0.00	\$31,008.60	\$27,854.48	\$0.00
Bank/SquareFees	<u>\$0.00</u>	<u>\$4,186.05</u>	<u>\$3,134.08</u>	<u>\$0.00</u>
Net Profit/Loss	\$0.00	\$4,643.46	\$8,835.59	\$0.00

<i>June.20</i>	<i>June.21</i>	<i>June.22</i>	<i>June.23</i>
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Gross Sales	\$0.00	\$56,138.93	\$76,557.84	\$0.00
Cost of Goods Sold	\$0.00	\$27,586.64	\$36,700.00	\$0.00
Labor	\$0.00	\$27,598.00	\$42,520.00	\$0.00
Bank/SquareFees	<u>\$0.00</u>	<u>\$4,747.35</u>	<u>\$3,545.41</u>	<u>\$0.00</u>
Net Profit/Loss	\$0.00	-\$3,793.06	-\$6,207.57	\$0.00

<i>Aug.20</i>	<i>Aug.21</i>	<i>Aug.22</i>	<i>Aug.23</i>
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Gross Sales	\$0.00	\$45,364.12	\$46,726.26	\$0.00
Cost of Goods Sold	\$0.00	\$24,293.61	\$28,213.78	\$0.00
Labor	\$0.00	\$25,833.80	\$33,186.00	\$0.00
Bank/SquareFees	<u>\$0.00</u>	<u>\$1,904.17</u>	<u>\$1,983.37</u>	<u>\$0.00</u>
Net Profit/Loss	\$0.00	-\$6,667.46	\$16,656.89	\$0.00

<i>Sep.20</i>	<i>Sep.21</i>	<i>Sep.22</i>	<i>Sep.23</i>
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Gross Sales	\$3,273.75	\$39,931.32	\$36,037.00	\$0.00
Cost of Goods Sold	\$5,752.08	\$24,255.00	\$20,818.53	\$0.00
Labor	\$770.00	\$28,424.20	\$26,748.80	\$0.00

Bank/SquareFees	<u>\$502.77</u>	<u>\$1,625.00</u>	<u>\$1,520.00</u>	<u>\$0.00</u>
Net Profit/Loss	-\$3,751.10	\$14,372.88	\$13,050.33	\$0.00

RIVERTOWN

RECDD II Lifestyle Report

Date of report: 3/15/23

Submitted by: Eric Olsen

Father / Daughter Dance – February 17th, 2023

A beautiful night at the RiverHouse is in store for the love of our daughters. DJ was on hand to DJ and MC the event. Significant participation, and everyone had a great time!

Mother / Son Dance – February 24th, 2023

The Mother / Son Dance was an electric night themed around Grease Lightning! The boys have so much energy, but DJ Ross kept them boogying all night, which was an overwhelming success.

Mardi Gras Party – February 25th, 2023

Jill Scott Dixieland Jazz Band was a hit, and the face paint and tattoo artists were terrific. The Café made an incredible shrimp and crawfish Jambalaya and a King-Cake Martini! It was a fun, kid-friendly night at the RiverClub.

Father / Daughter Dance – March 3rd, 2023

Due to the overwhelming response to the first date, this was our second night of the Father / Daughter Dance at the RiverHouse. We sold all but one ticket for the second date, so we are happy everyone that wanted to participate this year did.

Upcoming March Events:

The Players Championship Watch Party – March 11th & 12, 2023

Watch the final two rounds of The Players Championship at the RiverClub Café. We will set up a putting and chipping challenge, and prizes will be awarded for the best dressed of the day!

March Madness Bracket Challenge –March 12th, 2023

The brackets are out, and the prizes are ready to be won! Gift Cards and Prizes are available for the winning brackets! The brackets are available for pickup at the RiverCafe after selection Sunday.

RiverTown Fishing Tournament - March 13th, 2023

The anglers of RiverTown will be coming together to prove who can catch the monster of the St. Johns River! Prizes to the largest fish throughout the day!

Movie at the Amphitheater – March 14th, 2023

We will show the movie “Lightyear” at the RiverClub Amphitheater at 7:00 PM.

Robotics Day Camp – March 15th, 2023

RoboThink First Coast will be on site from 9:00 AM – 12:00 PM for a Robotics Day Camp at the RiverClub Café.

RiverTown Field Day – March 16th, 2023

A big day at the RiverHouse will be Thursday, March 16th, 2023. We will have a kickball world series, tug of war, a three-legged race, potato sack racing, and a water balloon toss. A rock-climbing wall, obstacle courses, a dunk tank will also be on-site for the kids, and a Cornhole Championship to cap off the day!

St Patrick’s Day Concert – March 17th, 2023

Bold City Classics Party Band will be on site on Friday, March 17th, playing at the RiverClub Amphitheater from 7:00 PM – 9:00 PM.

RIVERTOWN

RECDD II Field Operations Report

Date of report: 3/15/23

Submitted by: Kevin McKendree

RiverHouse

- Playground hill
 - We had Kompan playground company come out on 1/11 to meet with us concerning the repurposing of the hill with a built-in slide and installing artificial turf over it. There quote was at \$174,000 so we are looking for a cheaper alternative.
 - Southern Recreation has started the process of generating a quote under the same building direction as Kompan.
 - Yellowstone landscape provided us two quotes. One for complete removal of the hill and the other to redirect the irrigation and resod the Bermuda turf.
- Tennis courts
 - The courts had two irrigation heads that need replacement. The heads are a specialty item so after tracking them down we ordered a third to have on hand for future replacement.
 - The fencing on the tennis courts breaks loose over time due to the wind screens being attached to them. The standard fence ties that are typically installed are not holding up. We installed stainless steel hose clamps in hopes that they will last longer and secure the fence better.
- Handrail

- The handrail leading from Kendall Crossing up to the RiverHouse appears to have broken off from ground level. We currently have one quote for full replacement but are in the process of finding another for comparison.
- Family pool
 - The cooling fans for the VFD to the family pool stopped working. We were able to place a temporary fan in the meantime and will need to outsource the repair.
 - Quotes have been acquired for the foundation repair of the filtration system and will be presented to the board.
 - We have had two reputable vendors out to access the sand filter changeout but are still awaiting their quotes. We have determined that this job can be completed separately from the foundation job and that they do not need to be performed simultaneously.
- Parking lot light
 - The light pole in the parking lot nearest the rental side is out. We have hired the original installer of the lights to troubleshoot and find the parts needed. It's a Sternberg brand light and the parts are never quick to locate.

RiverClub

- Transformer boxes
 - Both of the transformer boxes at the club were leaching a rust-colored oil around the base. We contacted FPL and they sent out an environmental technician to clean up the oil and change out the transformers. Upon their arrival and opening them up it was determined that they are not leaking the oil coolant we feared. The boxes are fed power from the street pole and the grade does down near the river. Water is entering the conduit and traveling downgrade where gravity is forcing it out of the base where the conduit enters the box. I was able to locate where the water is entering the system inside a 4-foot transfer box. The water is only present due to the water table being so close to the surface and the "rust" color is actually clay deposits dissolving in it. I have an idea to repair it but am working the FPL to have them perform it.
- Dead trees
 - There are approximately 16 dead deciduous trees located around the RiverClub parking lot. We are acquiring quotes for removal and working with Prosser to ensure we are allowed to remove them. Once that is acquired, we will present to the board.
- Turning radiuses
 - The turning radiuses closest to the club itself continually get ran over by vehicles daily by multiple parties. It is not logical to repair these areas daily and they have become an eyesore. We are working with Yellowstone to acquire a quote for boulders to be placed and act as a deterrent. Once acquired we will present to the board.
- Pump room Sump Pump
 - The sump pump in the pump room failed. We installed a new one and reconfigured the plumbing for a simpler changeout should it need to be replaced in the future.
- Umbrellas
 - Some of the large umbrella pulley systems had their cords snap due to normal wear and tear. We were able to buy para cord and repair the broken systems.

Common Areas

- Welcome Center Waterfall
 - We had our electrician install the exhaust fan and the lighted high-water alarm. As a precautionary measure we are having him install the same alarm on the opposite side pit as well. We will have signage underneath the light with a phone number to call if the light is going off to make us aware.
 - The backup sump pump on the entrance side waterfall failed so we installed a new one.
- Welcome center splash pad area
 - We had Yellowstone replace the sporadic dead plant material located between the splash pad and pond steps.
- Community lighting
 - During our lighting project it has come to our attention that some of the electrical breaker and control boxes have seen better days and need replacement. We will be working with our electrical vendor to obtain quotes for replacement.
 - We found 3 of the main waterfall downlights to be inoperable. We are working with the installer to inquire about a warranty claim on these.
 - Some of the strip lights on the lettering of the monument at Keystone Corners were burnt out and replaced.
- WaterSong fountain
 - Investment painting started this project on 3/2/23.
- Dead trees
 - Our maintenance team has been cutting down dead trees throughout the community that lie within common areas that are not attached to homes.
- Inner roundabout
 - The inner roundabout has some roses and blue daze that are beyond recovery. Yellowstone replaced these.
- Southern Roundabout
 - The southern roundabout had some dead roses we pulled out awhile back. We had Yellowstone replace these with plant material that should not be as sensitive and be hardier.
- Manors
 - The Manors entrance closest to Watersong, the Walters Viburnum has not survived but all other material has. We will present to the board a proposal for replacement.
- Highpoint
 - In Highpoint near the end of Shinnecock where it turns to the right, the common area has a severe drainage problem making it impossible for plant material to survive. We have worked with Yellowstone to develop a drainage system and replace the dead plant material with others that will be hardier. The proposal will be presented to the board.
- Homestead bridge
 - The bridge in Homestead off Kendall Crossing has approximately 50 dead drift rose bushes on it that have been dead for a while. We will present a proposal to the board for replacement.
- Riverfront park

- The pier at Riverfront park had a series of the cabling rail system fail and disappear. We have approved Sterling Fencing to replace the cables. In the meantime, our team installed scrap boards to cover the hole due to safety concerns.
 - The walking and biking trails had become a bit overgrown, so we had Yellowstone cut them back to improve clearance.
 - The trail sign has seen better days and is now illegible. We are working without signage vendor to develop a new one.
-

2.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date : February, 2023

Field Techs: Mike Liddell
Justin Powers
Clayton Wilford

Client: RiverTown

Pond A: Applied algaecide to pond.



Pond B: Algae treatments have been effective.



Pond C: Applied algaecide to pond.



Pond D: Will treat crescent heart lilies on next visit.

Pond E: Applied algaecide around edge of pond.



Pond G: Applied algaecide.

Pond H: Treated algae.



Pond I: Treated perimeter vegetation and algae.



Pond J: Perimeter vegetation is decaying. Algae is forming around decay.



Pond K: Treated algae and perimeter vegetation.



Pond L: Pond is in good condition; previous treatment was effective.



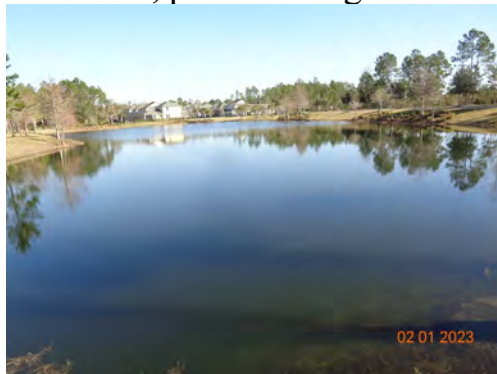
Pond M: Pond is in good condition, no algae noticed. Fountain was running at time of visit.



Pond Q: No trash noticed, treated pond for planktonic algae.



Pond R: Picked up minor trash, pond looks good.



Pond S: Previous treatments were effective. Pond in good condition. No algae noticed.



Pond T: Pond is in good condition.



Pond U: Pond in good condition, treated minor algae.



Pond V: previous treatment was effective. Pond in good condition.



Pond W: Treated planktonic algae.



Pond X: (Homestead) Treatment for coontail was effective, mostly dead stems floating.



Pond Y: (behind model homes) pond in good condition.



Pond Z: (behind pond K) Treated algae around pond.



Pond AA: (Homestead) Applied algaecide.



Pond BB: (Homestead) Treated algae.



Pond CC: Treated for algae.



Pond DD: Removed trash and treated for algae.



Pond EE: Treated for algae.



Pond FF: Pond looks good, picked up minor trash. Previous treatment was effective.



Pond GG: Pond in good condition, previous treatment was effective.



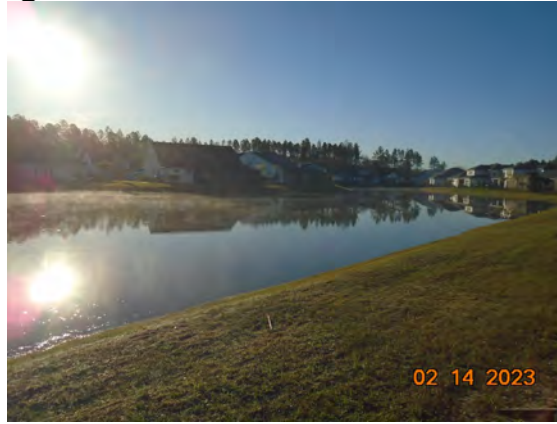
Pond HH: previous treatments appear effective, picked up trash.



Pond II: Pond in good condition, picked up trash no algae noticed.



Pond JJ: Applied algaecide treatment.



Pond KK: Applied pond dye.



Pond LL: Pond is in good condition, no algae noticed.



Pond MM: Picked up minor trash. Previous treatment was effective.



Pond NN: Treated algae around pond.



Pond OO: Pond looks good. Previous treatment was effective. Pond had pollen on the surface.



Pond PP: Pond looks good, previous treatment was effective.



Pond QQ: Previous treatment effective, pond looks good.



Pond RR: Pond in good condition no algae or trash noticed.



Pond SS: Applied algaecide.



Pond TT: Treated perimeter vegetation.



Pond UU: Lots of grass clippings covering pond.



Pond VV: Previous treatment was effective no trash or algae noticed.



Pond WW: Pond in good condition, picked up trash, no algae noticed.



Pond XX: Pond in good condition, no algae noticed, picked up trash.



Pond ZZ: Pond in good condition, no algae noticed. Picked up trash.

Pond AAA: Pond in good condition. Water level is low, picked up trash.



Pond CR-7 (front): Pond looks great, previous treatments were effective.



Pond River Club 1: Treated algae, pond is only 2 inch deep.



Pond River Club 2: Treated vegetation.



Water Song/ Clayton Wilford

Pond 1: I will bring a gator to do a heavy algae treatment on my next visit.



Pond 2: I will bring a gator to do a perimeter treatment on my next visit.



Pond 3: No invasive species.



Pond 4: Water clarity improved. Water level was low.



Pond 5: Treated for filamentous and platonic algae on the 16th. Checked the pond on the 21st and the treatment was very effective.



Pond 6: Did a heavy treatment for submersed algae.



Pond 7: Picked up minor trash. Water level and clarity were very good.



Pond 8: Treated for new growths of torpedo grass and minor filamentous algae. Picked up trash from the shoreline.



Pond 9: No invasive species noted.



Pond 10: Water clarity improved.

Deleted Picture by mistake

Pond 11: Minor torpedo grass on the perimeter. The wind speed picked up too much for me to be able to treat. I will treat it on my next visit.



Pond 12: No new growth noted. There was some dead algae accumulating in the corner.



Pond 13: Did a heavy treatment for submersed vegetation and algae.



Pond 14: Picked up minor trash. There is barely 2 feet of water in this pond.



Pond 15: Picked up minor trash. No new growth noted.



E.



Rivers Edge CDD – I, II, and III

Landscape Update for March 2023

- **General Maintenance**

- Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds
- We have Detailed and Cleaned up the Riverhouse and Riverclub.
- We have completed Renderings for the front entrance of Main Street, Roundabouts on SR 13, and The River House.
- Team is spraying for weeds throughout the community and trimming shrubs.
 - Tree-form ligustrum trees will have their bottom canopies raised and leveled throughout the property for their intended look.
 - Plant separation will occur for aesthetic purposes and plant health.
- Team has been spraying all mulch beds for clean appearance
- Team has will complete ornamental grass cutbacks by the end of March
- Enhancement team has installed trees and Sod from other enhancements where we had extra material at no cost to the community. We do this to show our commitment, enhance an area, and also save the community money where we can.
- Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on status of concerned areas and the overall appearance of the community.
- We have started Installing Pine Straw and Mulch Throughout the community. We are projecting to complete by the end of April.
- Annual flowers have been installed along with fresh and rich soil. We raised the beds for a better show. We installed Vic Blue Salvia in the back, Pink Begonias in the middle, and Durango Yellow Marigolds in front. This will give the Spring feel and look amazing. The next rotation will be July.
 - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.

- This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
 - Because of this you will see scalping occasionally until the proper height is achieved.
 - Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so that the new green growth is what is showing after each mowing occurrence moving forward.
- **Irrigation**
 - Techs have been running through system and making repairs as we go.
 - All clocks are being set to run Three times a week due to Warm temperatures and the drought we are in.
 - Lead tech is working with IQ system to help system run more efficiently
 - We are setting three day rain delays when we have rain
 - We have cut the water bill in half
 - Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.
 - Others will be looked at for rain sensor installation and hidden by plant material if required.
 - Full Irrigation inspection report will be sent over once we have run through entire system
 - **Fert/Chem**
 - Our techs will be fertilizing the entire property this month with 21-7-14 Granular. Lots of Iron in this treatment to get turf to push and green up.
 - We will treat for turf weeds throughout community
 - Seasonal weeds such as chamber bitter is popping up in a lot of areas already.
 - The turf is starting to push growth. We have had record warm temperatures during this time so our team has been doing full maintenance throughout community
 - Lead tech is Treating Viburnum throughout the community with fertilizer to promote healthy growth and to help keep them full

- **Arbor**

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

FIFTH ORDER OF BUSINESS

A.

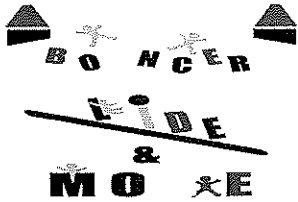
Rivers Edge II Community Development District

FY2023 Funding Request #52
8-Mar-23

Vendor				Amount	
1 Bouncers, Slides, and More Inc					
Movie Event	Inv #031423.01	3/14/23	\$	350.00	
2 Charles Aquatics, Inc					
March Lake Maintenance	Inv #47544	3/1/23	\$	1,889.00	
3 Governmental Management Services					
March Invoice	Inv #63	3/1/23	\$	3,621.57	
4 Hagan Ace Hardware					
Maintenance Supplies	Inv #420417	2/10/23	\$	51.55	
Maintenance Supplies	Inv #420445	2/15/23	\$	74.99	
Maintenance Supplies	Inv #420478	2/22/23	\$	31.65	
Maintenance Supplies	Inv #420521	3/1/23	\$	29.17	
5 Howard Services Air Conditioning					
Semi-Annual Maintenance	Inv #C-5340	3/1/23	\$	146.98	
6 Jacksonville Jumbo Shrimp					
Baseball Event	Inv #169915	2/17/23	\$	389.70	
7 Kilinski Van Wyk					
January Counsel	Inv #5733	2/19/23	\$	2,454.61	
8 Poolsure					
March Pool Chemicals	Inv #131295612976	3/1/23	\$	1,040.71	
9 Prosser					
January Professional Services	Inv #49726	3/2/23	\$	185.07	
10 Rivers Edge CDD					
CS Landscape March 2023	Inv #CS-2023-MAR	3/2/23	\$	59,465.67	
11 Staples Business Credit					
Maintenance Supplies	Inv #1647327178	2/25/23	\$	1,524.85	
12 TMT Electric LLC					
Repair Pool Light & Bubbler	Inv #1004	2/10/23	\$	180.00	
Replace LED	Inv #1006	2/23/23	\$	312.51	
13 Turner Pest Control					
February Pest Control	Inv #20714280	2/27/23	\$	212.23	
14 Vesta					
March RiverClub Invoice	Inv #407683	3/1/23	\$	32,005.49	
January Pass Thru	Inv #407483	1/31/23	\$	754.84	
15 Yellowstone Landscaping					
November Irrigation Repairs	Inv #JAX 467311	11/29/22	\$	380.00	
January Irrigation Repairs	Inv #JAX 484236	1/29/23	\$	1,062.00	
March Landscape Maintenance	Inv #JAX 501973	3/15/23	\$	30,926.06	
March Pond Banks Watersong	Inv #JAX 501971	3/15/23	\$	2,914.00	
Total Amount Due			\$	140,002.65	

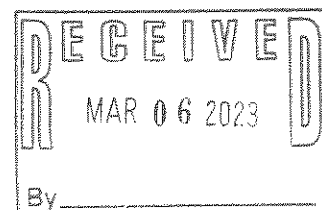
Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

		Bouncers, Slides, and More Inc. 1915 Bluebonnet Way Fleming Island, FL 32003		Invoice Date: March 14th, 2023 Invoice Number: 031423.01		
<u>Name / Address</u> Attn: Eric Olsen River's Edge CDD 2 475 West Town Place Suite 114 St. Augustine, FL 32092		<u>Additional Details</u>				
<u>Description</u>		<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>SubTotal</u>	<u>Extended</u>
1	Movie	1	\$500.00		\$350.00	\$350.00
2						
3						
4						
5						
6						
7						
8						
9						
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11						
12						
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15						
16						
17						
18						
19						
20						
<u>Comments:</u>		Subtotal				\$350.00
		Sales Tax (0.0%)				n/a
		Total				\$350.00

Shared
 Approved Special Events RECDD II
 Submitted to AP on 3-6-2023
 by Jason Davidson

Jason Davidson



Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice

Date	Invoice #
3/1/2023	47544

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

Due Date
3/31/2023

Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services - 12 ponds at Water Song and 3 Ponds on Keystone Corners Blvd	1,382.00	1,382.00
1	Monthly Aquatic Management Services - 5 ponds at High Pointe	417.00	417.00
1	Monthly Aquatic Management Services - 2 ponds at RiverClub	90.00	90.00
<p>Approved RECDD II Submitted to AP on 3-1-2023 by Jason Davidson <i>Jason Davidson</i></p> <p>RECEIVED MAR 01 2023 By _____</p>			
Thank you for doing business with us!		Balance Due	\$1,889.00

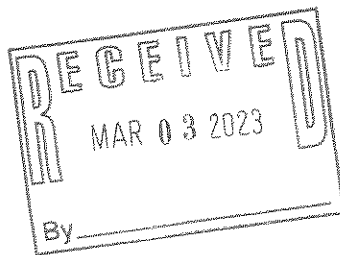
Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 63**Invoice Date:** 3/1/23**Due Date:** 3/1/23**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 - March 2023		2,916.67	2,916.67
Website Administration - March 2023		100.00	100.00
Information Technology - March 2023		150.00	150.00
Dissemination Agent Services - March 2023		416.67	416.67
Office Supplies		0.09	0.09
Postage		4.67	4.67
Copies		27.90	27.90
Telephone		5.57	5.57

**Total** \$3,621.57**Payments/Credits** \$0.00**Balance Due** \$3,621.57

HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782
12501 SAN JOSE BLVD
JACKSONVILLE, FL 32223

PAGE NO: 1

PHONE: (904) 268-9597
SERVING NORTH FLORIDA SINCE 1962
THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO: 365050 JOB NO: 000 PURCHASE ORDER: 2-10-23 REFERENCE: PO # 2-10-23 TERMS: NET 15TH CLERK: AKM3 DATE / TIME: 2/10/23 8:03

SOLD TO:
RIVERS EDGE CDD
475 WEST TOWN PLACE
SUITE 114
ST AUGUSTINE FL 32092

SHIP TO:

TERMINAL: 601

SALESPERSON: 35 B2B CUSTOMER SALES - M
TAX: 031 FLORIDA SALES TAX MAN

REWARD NO:19820227380

INVOICE: 420417/3

REWARD NO: 15620227000

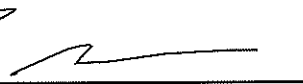
SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1	EA	43126	ELBOW 90 1.5" SXS SCH40	3.99	1	3.99 /EA	3.99 N
1	1	EA	4693339	UNION SCH40 PVC 1.5 SXS	16.99	1	16.99 /EA	16.99 N
1	1	EA	4808457	PRIMER/CEMENT HANDY PACK	14.99	1	14.99 /EA	14.99 N
1	1	PC	4316485	1-1/2"X2' SCH 40 PVC	11.99	1	11.99 /PC	11.99 N
1	1	EA	43120	ADAPTR SCH40 1.5SL1.5MPT	3.59	1	3.59 /EA	3.59 N
<div>RECEIVED FEB 17 2023 By _____</div>								
							TAXABLE	0.00
							NON-TAXABLE	51.55
** AMOUNT CHARGED TO STORE ACCOUNT **							SUB-TOTAL	51.55
							TAX AMOUNT	0.00
This was for material to rebuild sump pump							TOTAL AMOUNT	51.55

X

(DAVIDSON, JASON)

Approved RECDD II

Feb 17 2023

X 
Received By

(DAVIDSON, JASON)

Approved RECDD II
Submitted to AP on 2-17-2023
by Jason Davidson

Jason Davidson

HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782
12501 SAN JOSE BLVD
JACKSONVILLE, FL 32223

PAGE NO: 1

PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962
 THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
365050	000	2-15-23	PO # 2-15-23	NET 15TH	AKM3	2/15/23 8:00

SOLD TO:
 RIVERS EDGE CDD
 475 WEST TOWN PLACE
 SUITE 114
 ST AUGUSTINE FL 32092

SHIP TO:

TERMINAL: 601

SALESPERSON: 35 B2B CUSTOMER SALES - M
 TAX: 031 FLORIDA SALES TAX MAN

REWARD NO:19820227380

INVOICE: 420445/3

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1	EA	4665717	THERMOSTAT PRGRMBL 7DAY	74.99	1	74.99 /EA	74.99 N
				<div data-bbox="814 859 1129 1075" data-label="Image"> </div>				
				<div data-bbox="655 1193 1224 1226" data-label="Text"> <p>** AMOUNT CHARGED TO STORE ACCOUNT **</p> </div>	74.99			0.00
				TAXABLE				0.00
				NON-TAXABLE				74.99
				SUB-TOTAL				74.99
				TAX AMOUNT				0.00
				TOTAL AMOUNT				74.99

Thermostate Replacement for Cafe

Approved RECDD II
 Submitted to AP on 2-15-2023
 by Jason Davidson

(DAVIDSON, JASON)

Jason Davidson

X 
 Received By

HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782
12501 SAN JOSE BLVD
JACKSONVILLE, FL 32223

PAGE NO: 1

PHONE: (904) 268-9597
SERVING NORTH FLORIDA SINCE 1962
THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
365050	000	2-22-23	PO # 2-22-23	NET 15TH	AKM3	2/22/23 8:05

SOLD TO:
RIVERS EDGE CDD
475 WEST TOWN PLACE
SUITE 114
ST AUGUSTINE FL 32092

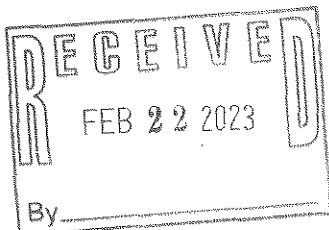
SHIP TO:

TERMINAL: 601

SALESPERSON: 35 B2B CUSTOMER SALES - M
TAX: 031 FLORIDA SALES TAX MAN

REWARD NO:19820227380

INVOICE: 420478/3


SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
5	5	EA	500	MISC SCREWS NUTS OR BOLTS	3.99	5	3.99 /EA	19.95 N
5	5	EA	500	MISC SCREWS NUTS OR BOLTS	1.39	5	1.39 /EA	6.95 N
5	5	EA	500	MISC SCREWS NUTS OR BOLTS	0.95	5	0.95 /EA	4.75 N
<div style="text-align: center;">  </div>								
<div style="text-align: right;"> TAXABLE NON-TAXABLE SUB-TOTAL </div>								0.00 31.65 31.65
<div style="text-align: right;"> TAX AMOUNT TOTAL AMOUNT </div>								0.00 31.65

** AMOUNT CHARGED TO STORE ACCOUNT **

31.65

Items needed to repair kayak launch
Approved RECDD II
Submitted to AP on 2-22-2023
by (DAVIDSON, JASON)

Jason Davidson

X 
Received By

HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782
12501 SAN JOSE BLVD
JACKSONVILLE, FL 32223

PAGE NO: 1

PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962
THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
365050	000	312023	PO #312023	NET 15TH	CDF3	3/1/23 8:44

SOLD TO:
RIVERS EDGE CDD
475 WEST TOWN PLACE
SUITE 114
ST AUGUSTINE FL 32092

SHIP TO:

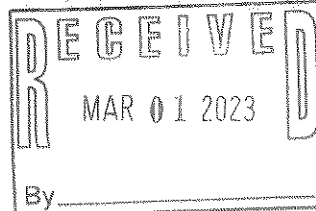
TERMINAL: 601

SALESPERSON: 35 B2B CUSTOMER SALES - M
TAX: 031 FLORIDA SALES TAX MAN

REWARD NO:19820227380

INVOICE: 420521/3

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
2	2	EA	3856879	T8 FLUORESCENT LAMP 32W	12.99	2	12.99 /EA	25.98 N
2	2	EA	5107859	SHIELD DOOR&KNOB 5"IVORY	4.59	2	4.59 /EA	9.18 N
1	1	EA	7809247	DB POLYPRO ROPE 1/4"X50'	19.99	1	19.99 /EA	19.99 N



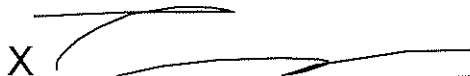
** AMOUNT CHARGED TO STORE ACCOUNT **

55.15

TAXABLE	0.00
NON-TAXABLE	55.15
SUB-TOTAL	55.15

RECDD I = \$25.98
RECDD II = \$29.17
Approved Submitted to AP
on 3=1=2-23 by Jason Davidson
(DAVIDSON, JASON)

TAX AMOUNT	0.00
TOTAL AMOUNT	55.15

X 
Received By

Jason Davidson



Howard Services

P.O. Box 5637
Jacksonville, FL 32247
Phone: (904)398-1414 Fax: (904)398-3586

Billed Customer: # 001909

Site ID #: 001909-0002

Rivertown-Vesta Billing-RECDD 2
475 West Town Place
Ste 114
St Augustine, FL 32092

Rivertown - River Club
160 Riverglade Run
St. Johns, FL 32259

001909-0002-004

3/1/2023

C-5340

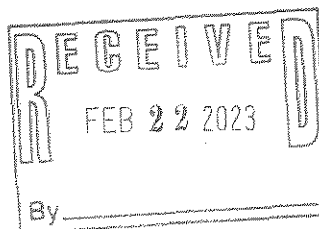
Amount Paid:

Contract Number	PO Number	Invoice Date	Invoice Number	Due Date	Contractors License #
001909-0002-004		3/1/2023	C-5340	03/31/2023	CAC1822034

Semi-Annual Refrigeration mechanical maintenace as per the agreement.

Approved RECDD II
Submitted to AP on 2-22-2023
by Jason Davidson

Jason Davidson



For dates between: 03/01/23 - 08/31/23

Sub Total:	146.98
Tax:	0.00
Total:	146.98

Service Invoice

Page 1 of 1



Howard Services

P.O. Box 5637
Jacksonville, FL 32247
Phone: (904)398-1414 Fax: (904)398-3586

Billed Customer: #001909

Site ID: # 001909-0002

Rivertown-Vesta Billing-RECDD 2
475 West Town Place
Ste 114
St Augustine, FL 32092

Rivertown - River Club
POC - Jason Davidson - GM
160 Riverglade Run
St. Johns, FL 32259

16742	2/21/2023	S-15368	03/23/2023	Amount Paid	
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Call Slip Number	Invoice Date	Invoice Number	Due Date	Contractor's License #
16742	2/21/2023	S-15368	03/23/2023	CAC1822034

Problem Reported:

*** NC-No Cooling - Com ***

No Cooling - Commerical Call

#4 not coming on

Tech Date
JORDAN 02/21/2023

Equipment:

Unit : CAHU Model : TWE090E300AA
Brand: TRANE Serial#: 17033RD4BA
Location: Cahu 4

Arrived on site and checked in with customer and went to thermostat and turned unit in cooling mode and made it call for cooling. Unit was wired wrong at the thermostat and only worked for a week is because when it call for heat it tripped the unit. I wired it up the right way and unit came on and I checked the pressures and superheat and sub cooling. Unit is cooling at this time.

Repair and Replacement
Approved RECDD II
Submitted to AP on 2-22-2023
by Jason Davidson

Jason Davidson

Material	0.00
Labor	312.50
Subtotal	312.50
Tax	0.00
Grand Total	312.50

The above prices and specifications are hereby accepted. You are authorized to perform the work as specified. I agree to pay you in full upon completion of the work and to pay for attorney's fees and costs you incur if you file a lawsuit to recover money which I owe to you. In addition, if I do not pay you upon completion of the work, I agree to pay interest on the outstanding balance at the rate of 18% per annum. The venue for any legal action related to this agreement shall be Jacksonville, Florida unless otherwise required by law. In connection with any such action I/we waive the right to a trial by jury.

Howard Services Warranty: Recommended service repairs are warranted for a period of (90) Ninety days on labor and (1) One year on all applicable parts from the date of the repair, excluding refrigerant unless otherwise stated.

A \$25.00 service charge will be added for all returned checks.



JACKSONVILLE JUMBO SHRIMP

INVOICE

RIVERS EDGE CDD
ERIC OLSEN
475 WEST TOWN PLACE SUITE 114
SAINT AUGUSTINE FL 32092

Account Number: 2354009
Invoice Date: 17-Feb-2023
Due Date: 24-Feb-2023
Amount Due: \$389.70
Invoice Number: 169915

GROUP TICKET INVOICE

Your Contact for Order 21156187:

Phone:

Email:

Jenna Smith

(904) 358-2846

jenna@jaxshrimp.com

Sold Item (Order 21156187)	Buyer	Location	Section	Row	Seats	Qty	Total
Charlotte Knights 26-May-2023 7:05 pm	HRP	Home Run Porch	Home Run Porch	GA	1-15	15	\$180.00
Group Area Picnic Food 01-Oct-2023 9:00	HRP	Picnic Food	Picnic	-	-	15	\$209.70

Balance: \$389.70

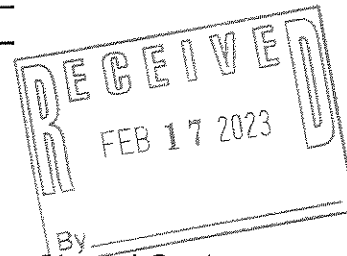
Due Now: \$389.70

Your Payment Schedule for Order 21156187:

Due Date	Amount	Paid/Reduced	Balance
24-Feb-2023	\$389.70	\$0.00	\$389.70

General Terms of Sales

1. No refunds or exchanges. All sales are final.
2. Deposits are non-refundable.
3. Group tickets and picnics must be paid in full two weeks prior to game.
4. On additional ticket purchases, the Jumbo Shrimp cannot guarantee the location of seats.
5. Hospitality areas include a 90 minute buffet. Buffet begins 1 hour prior to the start of the game time unless otherwise discussed with your rep.
6. Food and Beverage is served rain or shine.
7. Consignee is responsible for all lost or stolen tickets.
8. In the interest of public safety, no cans, bottles, food, or containers, may be brought into the ballpark unless medically necessary.



Shared Cost
Approved Submitted on
2-17-2023 by Jason Davidson

Jason Davidson

Due Date: 24-Feb-2023

Amount Due: \$389.70

ACCOUNT: 2354009
INVOICE: 169915

Make checks payable to: Jacksonville Baseball, LLC

Mail to: Jacksonville Jumbo Shrimp 301 A. Philip Randolph Blvd Jacksonville, FL 32202

RIVERS EDGE CDD
ERIC OLSEN
475 WEST TOWN PLACE SUITE 114
SAINT AUGUSTINE FL 32092

Signature: _____ **Date:** _____

Payment: _____ **Payment Amount:** _____

☐ Check or Money Order ()

☐ Credit Card #: _____ Exp: _____

Circle One: American Express Discover Mastercard Visa

Name on Card: _____

Email: EOLSEN@VESTAPROPERTYSERVICES.COM



KILINSKI | VAN WYK

Kilinski | Van Wyk, PLLC

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

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

RE2CDD-01

River's Edge II - General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	01/01/2023	Confer with District Manager re: interlocal agreement and Vesta amendments; transmit summary of same; transmit agenda materials	0.20	\$295.00	\$59.00
Service	JK	01/03/2023	Confer re: status of mound project and options for same; confer re: easement newsletter	0.10	\$295.00	\$29.50
Service	JK	01/04/2023	Conference call re: easement, mounds and RFP; transmit historical information on same and confer with DM on same	0.20	\$295.00	\$59.00
Service	JK	01/04/2023	Draft resolution re: offenders and park designations; update suspension rule	0.20	\$295.00	\$59.00
Service	MG	01/05/2023	Prepare resolution prohibiting holiday events	0.10	\$180.00	\$18.00
Service	JK	01/06/2023	Agenda call for Board meeting	0.20	\$295.00	\$59.00
Service	JK	01/10/2023	Review updated agenda and provide comments to same; review budget communication	0.10	\$295.00	\$29.50
Service	LG	01/16/2023	Prepare for Board meeting.	0.40	\$285.00	\$114.00
Service	JK	01/17/2023	Review communication re: RFP documents; confer re: insurance communication; confer re: status of Vesta proposal and mound proposals	0.20	\$295.00	\$59.00

INVOICE

Invoice # 5733
Date: 02/19/2023
Due On: 03/21/2023

Expense	AL	01/17/2023	Mileage: Mileage for meeting -LG	91.36	\$0.625	\$57.10
Expense	AL	01/17/2023	Hotel: Hotel for LG	1.00	\$65.51	\$65.51
Service	LG	01/18/2023	Travel to and attend Board meeting and joint meeting.	3.10	\$285.00	\$883.50
Service	JK	01/18/2023	Conference call w/McGaffney re: RFP status and items related to same; confer re: cafe financials and review correspondence on same	0.20	\$295.00	\$59.00
Service	JK	01/18/2023	Conference call w/McGaffney re: RFP status and items related to same; confer re: cafe financials and review correspondence on same	0.20	\$295.00	\$59.00
Service	JK	01/20/2023	Review cafe licensing questions; confer re: notice for security session and options for meeting requirements	0.20	\$295.00	\$59.00
Service	LG	01/23/2023	Prepare amendment for FY 24 Vesta compensation.	0.40	\$285.00	\$114.00
Service	JK	01/26/2023	Confer with McGaffney re: status of operational review and changes, cafe analysis and RFP status	0.10	\$295.00	\$29.50
Service	LG	01/26/2023	Review January minutes.	0.20	\$285.00	\$57.00
Service	JK	01/29/2023	Review correspondence re: resident incident reports and historical information on confer with staff on same; review budget communication	0.20	\$295.00	\$59.00
Service	LG	01/30/2023	Review incident details and prepare suspension letter for January 21 incident; confer with District Manager regarding same.	1.20	\$285.00	\$342.00
Service	JK	01/30/2023	Review suspension letters and confer with staff re: options for same	0.10	\$295.00	\$29.50
Service	JK	01/31/2023	Begin review of due diligence materials and property transfer information on same	0.40	\$295.00	\$118.00
Service	RVW	01/31/2023	Monitor legislative activity for impact on special districts.	0.10	\$365.00	\$36.50
				Total		\$2,454.61

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5375	02/21/2023	\$2,139.78	\$0.00	\$2,139.78

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5733	03/21/2023	\$2,454.61	\$0.00	\$2,454.61
Outstanding Balance				\$4,594.39
Total Amount Outstanding				\$4,594.39

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

Please pay within 30 days.



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

Invoice

Date 3/1/2023

Invoice # 131295612976

Terms	Net 20
Due Date	3/21/2023
PO #	

Bill To	Ship To
Rivers Edge CDD2 Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092	River Club 160 Riverglade Run St. Johns FL 32259

Item ID	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	1,040.71

RECEIVED
FEB 21 2023
By _____

RECEIVED
FEB 21 2023

Subtotal 1,040.71
Shipping Cost (FEDEX GROUND) 0.00
Total 1,040.71
Amount Due \$1,040.71

Remittance Slip

Customer
13RIV030
Invoice #
131295612976

Amount Due \$1,040.71

Amount Paid _____

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





March 2, 2023

Project No: 113094.70

Invoice No: 49726

River's Edge II CDD
c/o Government Management Services, LLC
4648 Eagle Falls Pl
Tampa, FL 33619

Project 113094.70 Rivers Edge II CDD

Task 1: O & M

For services including call into January CDD meeting.

Professional Services from January 1, 2023 to January 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Principal	.50	235.00	117.50	
Sr. Construction Inspector	.50	105.00	52.50	
Totals	1.00		170.00	
Total Labor				170.00

Reimbursable Expenses

Travel - Reimbursable - Mileage			8.90	
Travel - Reimbursable- Mileage Client OV			4.20	
Total Reimbursables	1.15 times		13.10	15.07
	Total this Invoice			\$185.07

Outstanding Invoices

Number	Date	Balance
49415	1/19/2023	424.38
Total		424.38

Rivers Edge CDD

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

INVOICE

DATE: 3/2/23
INVOICE # CS-2023-MAR

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for March 2023	\$ 59,465.67
<div data-bbox="557 993 873 1207"><p>RECEIVED</p><p>MAR 02 2023</p><p>By _____</p></div>	
TOTAL	\$ 59,465.67

Make check payable to:

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

THANK YOU FOR YOUR BUSINESS!



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Janitorial Supplies
Approved 3-7-2023
by Jason Davidson

by Jason Davidson
Jason Davidson
Credit Account #

Credit Account #	345854
Staples Account #	10235583RCH
Statement Date	02/25/23
Statement #	1647327178

940208 434 01 037155 06 NNNNNY

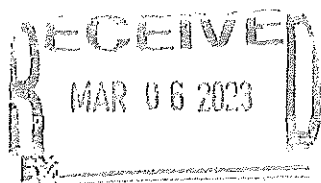
Daniel Laughlin
Rivers Edge Cdd
475 West Town Place Suite 114
Saint Augustine, FL 32092

Previous Account Balance	\$1,723.72
New Purchases	\$2,789.48
Other Charges/Credits	\$10.00
Payments	-\$1,562.69

Account Balance	\$2,960.51
------------------------	-------------------

Credit Limit	\$10,000.00	Payment Due Date(s)	
Account Balance	\$2,960.51	Unapplied Payments	-\$1,835.53
Unbilled Purchases	\$347.96	Past Due	\$1,996.56
Available Credit	\$6,691.53	03/20/23	\$2,799.48

A Friendly Reminder



We have not yet received your payment. If payment is on its way, thank you! If you have questions or need assistance, please contact us at 877-457-6424 or help@staplesbusinesscredit.com. We're here to help!

Pay online at <https://www.StaplesAdvantage.com>.

For questions, or to report an unauthorized use claim, call Staples Business Credit at 877-457-6424 or email help@staplesbusinesscredit.com.

For online or phone payments, your account will be credited as of the business day we receive it, as long as it is made by 5 PM ET. Mail payments will be credited the same business day, as long as it is received by 3 PM ET at the correct address, noted below, with remit coupon. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Allow at least 7 business days for mail delivery.

To avoid late charges, please make a payment within 5 days of the due date.

Please detach and return stub with payment to address below.

Daniel Laughlin
Rivers Edge Cdd
475 West Town Place Suite 114
Saint Augustine, FL 32092

Credit Account #	345854
Statement Date	02/25/23
Statement #	1647327178

Account Balance	\$2,960.51
-----------------	------------

Address Change:

Amount Enclosed \$

Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

[illegible]



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account # 345854
Staples Account # 10235583RCH
Statement Date 02/25/23
Statement # 1647327178

CREDITS & ADJUSTMENTS	CURRENT	PAST DUE			ACCOUNT BALANCE
		1-59 DAYS	60-89 DAYS	90+ DAYS	
-\$1,835.53	\$2,799.48	\$1,996.56	\$0.00	\$0.00	\$2,960.51

OPEN ITEMS

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
RECDD 1	RECDD I	7370979454-0-1	StaplesAdvantage.com	12/27/22	02/20/23	\$348.95	\$348.95
RECDD 1	RECDD I	7604281100-0-1	StaplesAdvantage.com	01/05/23	02/20/23	\$306.58	\$306.58
RECDD II	RECDD II	7604393285-0-1	StaplesAdvantage.com	01/06/23	02/20/23	\$121.14	\$121.14
RECDD 1	RECDD I	7604593354-0-1	StaplesAdvantage.com	01/10/23	02/20/23	\$299.58	\$299.58
RECDD II	RECDD II	7604593672-0-1	StaplesAdvantage.com	01/10/23	02/20/23	\$191.16	\$191.16
RECDD 1	RECDD I	7604771738-0-1	StaplesAdvantage.com	01/11/23	02/20/23	\$129.98	\$129.98
Payment				01/12/23	01/25/23	-\$922.37	-\$272.84
RECDD 1	RECDD I	7371692057-0-1	StaplesAdvantage.com	01/17/23	02/20/23	\$37.87	\$37.87
RECDD 1	RECDD I	7371714135-0-1	StaplesAdvantage.com	01/18/23	02/20/23	\$63.89	\$63.89
RECDD II	RECDD II	7371713900-0-1	StaplesAdvantage.com	01/18/23	02/20/23	\$63.89	\$63.89
RECDD 1	RECDD I	7372038349-0-1	StaplesAdvantage.com	01/23/23	02/20/23	\$112.78	\$112.78
RECDD II	RECDD II	7372040605-0-1	StaplesAdvantage.com	01/23/23	02/20/23	\$320.74	\$320.74
RECDD II	RECDD II	7372357875-0-1	StaplesAdvantage.com	01/26/23	03/20/23	\$93.77	\$93.77
RECDD 1	RECDD I	7372473850-0-1	StaplesAdvantage.com	01/27/23	03/20/23	\$134.18	\$134.18
RECDD II	RECDD II	7372471280-0-1	StaplesAdvantage.com	01/27/23	03/20/23	\$108.37	\$108.37
RECDD 1	RECDD I	7372583383-0-1	StaplesAdvantage.com	01/30/23	03/20/23	\$122.45	\$122.45
RECDD 1	RECDD I	7372588113-0-1	StaplesAdvantage.com	01/30/23	03/20/23	\$338.34	\$338.34
Payment				02/01/23	02/25/23	-\$263.06	-\$263.06
RECDD II	RECDD II	7372741136-0-1	StaplesAdvantage.com	02/01/23	03/20/23	\$418.32	\$418.32
RECDD II	RECDD II	7373053198-0-1	StaplesAdvantage.com	02/06/23	03/20/23	\$52.07	\$52.07
RECDD 1	RECDD I	7373720027-0-1	StaplesAdvantage.com	02/14/23	03/20/23	\$103.32	\$103.32
RECDD II	RECDD II	7373722533-0-1	StaplesAdvantage.com	02/14/23	03/20/23	\$332.83	\$332.83
Payment				02/16/23	02/25/23	-\$1,299.63	-\$1,299.63
RECDD 1	RECDD I	7605248690-0-1	StaplesAdvantage.com	02/16/23	03/20/23	\$35.33	\$35.33
RECDD II	RECDD II	7605248406-0-1	StaplesAdvantage.com	02/16/23	03/20/23	\$35.33	\$35.33
RECDD 1	RECDD I	7373949518-0-1	StaplesAdvantage.com	02/17/23	03/20/23	\$531.01	\$531.01
RECDD II	RECDD II	7605332255-0-1	StaplesAdvantage.com	02/21/23	03/20/23	\$223.85	\$223.85
RECDD II	RECDD II	7605425486-0-1	StaplesAdvantage.com	02/21/23	03/20/23	\$260.31	\$260.31
Late Fee				02/25/23	03/20/23	\$10.00	\$10.00
Account Balance							\$2,960.51

PURCHASES

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
RECDD II	RECDD II	7372357875-0-1	StaplesAdvantage.com	01/26/23	03/20/23	\$93.77	\$93.77



Staples Business Credit
 PO BOX 105638
 ATLANTA, GA 30348-5638

Credit Account # 345854
 Staples Account # 10235583RCH
 Statement Date 02/25/23
 Statement # 1647327178

PURCHASES

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
RECDD 1	RECDD I	7372473850-0-1	StaplesAdvantage.com	01/27/23	03/20/23	\$134.18	\$134.18
RECDD II	RECDD II	7372471280-0-1	StaplesAdvantage.com	01/27/23	03/20/23	\$108.37	\$108.37
RECDD 1	RECDD I	7372583383-0-1	StaplesAdvantage.com	01/30/23	03/20/23	\$122.45	\$122.45
RECDD 1	RECDD I	7372588113-0-1	StaplesAdvantage.com	01/30/23	03/20/23	\$338.34	\$338.34
RECDD II	RECDD II	7372741136-0-1	StaplesAdvantage.com	02/01/23	03/20/23	\$418.32	\$418.32
RECDD II	RECDD II	7373053198-0-1	StaplesAdvantage.com	02/06/23	03/20/23	\$52.07	\$52.07
RECDD 1	RECDD I	7373720027-0-1	StaplesAdvantage.com	02/14/23	03/20/23	\$103.32	\$103.32
RECDD II	RECDD II	7373722533-0-1	StaplesAdvantage.com	02/14/23	03/20/23	\$332.83	\$332.83
RECDD 1	RECDD I	7605248690-0-1	StaplesAdvantage.com	02/16/23	03/20/23	\$35.33	\$35.33
RECDD II	RECDD II	7605248406-0-1	StaplesAdvantage.com	02/16/23	03/20/23	\$35.33	\$35.33
RECDD 1	RECDD I	7373949518-0-1	StaplesAdvantage.com	02/17/23	03/20/23	\$531.01	\$531.01
RECDD II	RECDD II	7605332255-0-1	StaplesAdvantage.com	02/21/23	03/20/23	\$223.85	\$223.85
RECDD II	RECDD II	7605425486-0-1	StaplesAdvantage.com	02/21/23	03/20/23	\$260.31	\$260.31
Total Purchases						\$2,789.48	

OTHER CHARGES AND CREDITS

Description	Trans Date	Due Date	Trans Total	Balance Due
Late Fee	02/25/23	03/20/23	\$10.00	\$10.00
Total Other Charges and Credits			\$10.00	

PAYMENTS

Date	Payment Number	Amount
02/01/23	Check # 1198	-\$263.06
02/16/23	Check # 5530	-\$1,299.63
Total Payments		-\$1,562.69



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account # 345854
Staples Account # 10235583RCH
Statement Date 02/25/23

PO # RECDD II	ORDER # 7372367875-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD II	
TERMS Standard	INVOICE DATE 01/26/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$93.77	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
24420776	CW 56IN PARLOR BROOM CORN	\$13.79	1.0	\$13.79
365374	CWP MULTIF WHT 250SH/RL	\$39.99	2.0	\$79.98
			SUBTOTAL	\$93.77
			TAX	\$0.00
			TOTAL	\$93.77

PO # RECDD 1	ORDER # 7372473850-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD 1	
TERMS Standard	INVOICE DATE 01/27/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$134.18	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
918430	CUT-END MOP COTTON WH 20#	\$94.19	1.0	\$94.19
365374	CWP MULTIF WHT 250SH/RL	\$39.99	1.0	\$39.99
			SUBTOTAL	\$134.18
			TAX	\$0.00
			TOTAL	\$134.18

PO # RECDD II	ORDER # 7372471280-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD II	
TERMS Standard	INVOICE DATE 01/27/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$108.37	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
918430	CUT-END MOP COTTON WH 20#	\$94.19	1.0	\$94.19
504127	KRAZY GLUE SINGLES	\$7.09	2.0	\$14.18
			SUBTOTAL	\$108.37
			TAX	\$0.00
			TOTAL	\$108.37



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account # 345854
Staples Account # 10235583RCH
Statement Date 02/25/23

PO # RECDD 1	ORDER # 7372583383-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD 1	
TERMS Standard	INVOICE DATE 01/30/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$122.45	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
365374	CWP MULTIF WHT 250SH/RL	\$39.99	1.0	\$39.99
2519636	FEBREZE AIR LINENSKY 2PK 8.8OZ	\$6.19	3.0	\$18.57
375681	SEB BATH TISSUE 80/PK	\$63.89	1.0	\$63.89
			SUBTOTAL	\$122.45
			TAX	\$0.00
			TOTAL	\$122.45

PO # RECDD 1	ORDER # 7372588113-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD 1	
TERMS Standard	INVOICE DATE 01/30/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$338.34	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
812914	LINER 33X39 2.0 MIL BLACK 100/	\$46.99	3.0	\$140.97
394139	LINERS 38X58 1.5MIL REPRO	\$65.79	3.0	\$197.37
			SUBTOTAL	\$338.34
			TAX	\$0.00
			TOTAL	\$338.34



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account # 345854
Staples Account # 10235583RCH
Statement Date 02/25/23

PO # RECDD II	ORDER # 7372741136-0-1	REF JASON DAVIDSON	BUDGET CENTER	
TERMS Standard	INVOICE DATE 02/01/23	DUE DATE 03/20/23	RECDD II	
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$418.32	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
365374	CWP MULTIF WHT 250SH/RL	\$39.99	2.0	\$79.98
812914	LINER 33X39 2.0 MIL BLACK 100/	\$46.99	3.0	\$140.97
394139	LINERS 38X58 1.5MIL REPRO	\$65.79	3.0	\$197.37
			SUBTOTAL	\$418.32
			TAX	\$0.00
			TOTAL	\$418.32

PO # RECDD II	ORDER # 7373053198-0-1	REF JASON DAVIDSON	BUDGET CENTER	
TERMS Standard	INVOICE DATE 02/06/23	DUE DATE 03/20/23	RECDD II	
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$52.07	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
756806	LOBBY BROOM POLYPRO BLACK	\$19.99	2.0	\$39.98
176938	LOBBY BROOM BLACK	\$12.09	1.0	\$12.09
			SUBTOTAL	\$52.07
			TAX	\$0.00
			TOTAL	\$52.07



Staples Business Credit
 PO BOX 105638
 ATLANTA, GA 30348-5638

Credit Account # 345854
 Staples Account # 10235583RCH
 Statement Date 02/25/23

PO # RECDD 1	ORDER # 7373720027-0-1	REF JASON DAVIDSON	BUDGET CENTER	
TERMS Standard	INVOICE DATE 02/14/23	DUE DATE 03/20/23	RECDD I	
SOLD TO		SHIP TO	PURCHASED AT	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092		SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	
			INVOICE TOTAL	
			\$103.32	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
2519636	FEBREZE AIR LINENSKY 2PK 8.8OZ	\$6.99	2.0	\$13.98
24323922	FEBREZE PLUG REFILL HAWAIIAN	\$8.49	3.0	\$25.47
931432	NITRILE DISP GLOVE PWDFR LG BX	\$18.89	2.0	\$37.78
633539	PURELL HD SNTZR PUMP 2L	\$26.09	1.0	\$26.09
			SUBTOTAL	\$103.32
			TAX	\$0.00
			TOTAL	\$103.32

PO # RECDD II	ORDER # 7373722533-0-1	REF JASON DAVIDSON	BUDGET CENTER	
TERMS: Standard	INVOICE DATE 02/14/23	DUE DATE 03/20/23	RECDD II	
SOLD TO		SHIP TO	PURCHASED AT	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092		SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	
			INVOICE TOTAL	
			\$332.83	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
918431	CUT-END MOP COTTON WH 24#	\$84.49	2.0	\$168.98
24323922	FEBREZE PLUG REFILL HAWAIIAN	\$8.49	4.0	\$33.96
2109476	NIFTY NABBER TRIGGER GRIP 32	\$27.34	1.0	\$27.34
931432	NITRILE DISP GLOVE PWDFR LG BX	\$18.89	2.0	\$37.78
130005	POST-IT 3X3 CNRY 12PK	\$12.59	1.0	\$12.59
633539	PURELL HD SNTZR PUMP 2L	\$26.09	2.0	\$52.18
			SUBTOTAL	\$332.83
			TAX	\$0.00
			TOTAL	\$332.83



Staples Business Credit
 PO BOX 105638
 ATLANTA, GA 30348-5638

Credit Account # 345854
 Staples Account # 10235583RCH
 Statement Date 02/25/23

PO # RECDD 1	ORDER # 7605248690-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD 1	
TERMS Standard	INVOICE DATE 02/16/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$35.33	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
	Adjustment	\$7.99	1.0	\$7.99
2109476	NIFTY NABBER TRIGGER GRIP 32	\$27.34	1.0	\$27.34
			SUBTOTAL	\$35.33
			TAX	\$0.00
			TOTAL	\$35.33

PO # RECDD II	ORDER # 7605248406-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD II	
TERMS Standard	INVOICE DATE 02/16/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$35.33	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
	Adjustment	\$7.99	1.0	\$7.99
2109476	NIFTY NABBER TRIGGER GRIP 32	\$27.34	1.0	\$27.34
			SUBTOTAL	\$35.33
			TAX	\$0.00
			TOTAL	\$35.33



Staples Business Credit
PO BOX 105638
ATLANTA, GA 30348-5638

Credit Account # 345854
Staples Account # 10235583RCH
Statement Date 02/25/23

PO # RECDD 1	ORDER # 7373949518-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD 1	
TERMS Standard	INVOICE DATE 02/17/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$531.01	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
394139	LINERS 38X58 1.5MIL REPRO	\$65.79	4.0	\$263.16
394138	LINERXS33X39 1.5MIL REPRO	\$50.99	4.0	\$203.96
375681	SEB BATH TISSUE 80/PK	\$63.89	1.0	\$63.89
			SUBTOTAL	\$531.01
			TAX	\$0.00
			TOTAL	\$531.01

PO # RECDD II	ORDER # 7605332255-0-1	REF JASON DAVIDSON	BUDGET CENTER RECDD II	
TERMS: Standard	INVOICE DATE 02/21/23	DUE DATE 03/20/23		
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$223.85	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
365374	CWP MULTIF WHT 250SH/RL	\$39.99	4.0	\$159.96
375681	SEB BATH TISSUE 80/PK	\$63.89	1.0	\$63.89
			SUBTOTAL	\$223.85
			TAX	\$0.00
			TOTAL	\$223.85



Staples Business Credit
 PO BOX 105638
 ATLANTA, GA 30348-5638

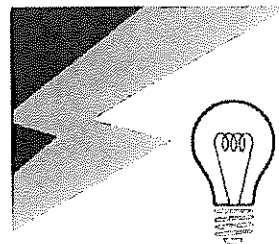
Credit Account # 345854
 Staples Account # 10235583RCH
 Statement Date 02/25/23

PO # RECDD II	ORDER # 7605425486 0-1	REF JASON DAVIDSON	BUDGET CENTER	
TERMS Standard	INVOICE DATE 02/21/23	DUE DATE 03/20/23	RECDD II	
SOLD TO	SHIP TO	PURCHASED AT	INVOICE TOTAL	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com	\$260.31	
SKU	DESCRIPTION	\$/UNIT	UNITS	TOTAL
900632	17X18 NATURAL 6MIC 40/50 H	\$49.69	4.0	\$198.76
24295900	3X5 BRIGHT 12PK 100 SHTS/PD	\$20.39	1.0	\$20.39
807721	MULTI-USE CLNR 1 GAL REFILL	\$10.29	4.0	\$41.16
			SUBTOTAL	\$260.31
			TAX	\$0.00
			TOTAL	\$260.31

INVOICE

TMT Electric, LLC
290 Circle Dr S
Saint Augustine, FL 32084

tntelectricllc@gmail.com
(904) 315-1248



Rivers Edge CDD2

Bill to

Rivers Edge CDD2
475 West Town Place Ste 114
Saint Augustine, FL 32092

Invoice details

Invoice no.: 1006
Invoice date: 2/23/23
Terms: Net 30
Due date: 3/25/23

Product or service

Amount

- | | | |
|---|-------------------|----------|
| 1. Services | 1 unit x \$312.51 | \$312.51 |
| Replaced burnt out LED modules in "RIVERTOWN" letters at Keystone Corners Blvd. and Longleaf Parkway. Verified proper operations. | | |

Total

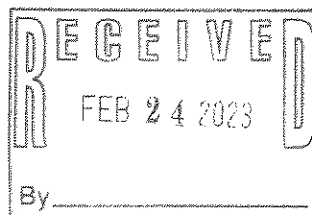
\$312.51

Please make check out to TMT Electric LLC

Note to customer

Thank you for your business

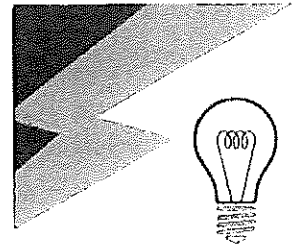
Approved RECDD2
Submitted to AP 2.24.23
By Kevin McKendree
Kevin McKendree



INVOICE

TMT Electric, LLC
290 Circle Dr S
Saint Augustine, FL 32084

tmtelectricllc@gmail.com
(904) 315-1248



Rivers Edge CDD2

Bill to

Rivers Edge CDD2
475 West Town Place Ste 114
Saint Augustine, FL 32092

Invoice details

Invoice no.: 1004
Invoice date: 2/10/23
Terms: Net 30
Due date: 3/12/23

Product or service		Amount
1. Services	1 unit x \$90.00	\$90.00
Repaired inoperable pool light at RiverClub. Verified operation.		
2. Services	1 unit x \$90.00	\$90.00
Repaired pool pump bubbler at RiverClub. Verified operation.		
Total		\$180.00

Ways to pay



Please make check payable to
TMT Electric, LLC

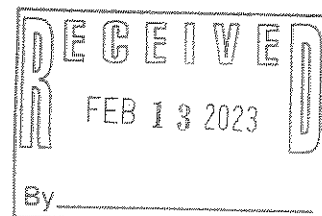
Note to customer

Thank you for your business

Approved RECDD 2
Submitted to AP 02-13-23
by Kevin McKendree

Kevin McKendree

Pay invoice





PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
P.O. Box 952503
Atlanta, GA 31192-2503
904-355-5300

Service Slip/Invoice

INVOICE: 20714280
DATE: 2/27/2023
ORDER: 20714280

Bill To: [233943]
Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

Work Location: [233943] 904-679-5523
RiverHouse(RECDD 1)
140 Landing Street
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
2/27/2023	01:49 PM			01:49 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/27/2023		02:37 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	\$212.23
Approved RECDD II Submitted to AP on 2-28-2023 by Jason Davidson <i>Jason Davidson</i>		
		SUBTOTAL \$212.23
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$212.23
		AMOUNT DUE \$212.23

RECEIVED
FEB 28 2023
By _____

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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

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



Invoice

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

Invoice # 407683
Date 3/1/2023

Terms Net 30
Due Date 3/31/2023
Memo Rivers Edge CDDII

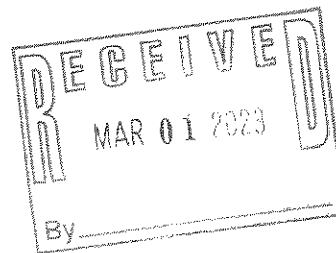
Bill To

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

Description	Quantity	Rate	Amount
Field Operations Manager	1	3,767.58	3,767.58
General Manager	1	4,871.75	4,871.75
Hospitality Services	1	8,908.50	8,908.50
Community Maintenance Staff	1	6,378.42	6,378.42
Pool Maintenance	1	834.33	834.33
Janitorial Maintenance	1	2,583.58	2,583.58
Lifestyle Manager	1	3,085.50	3,085.50
Administrative Services	1	1,575.83	1,575.83

Thank you for your business.

Total \$32,005.49





Invoice

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

Invoice # 407483
Date 1/31/2023

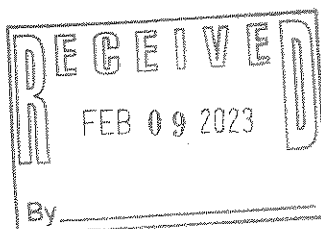
Terms
Due Date 2/28/2023
Memo

Bill To

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

Description	Quantity	Rate	Amount
Billable Expenses			
E.OLSEN - Rivertown - river café prizes for music bingo			150.00
E.OLSEN - Rivertown - river café prizes for music bingo			147.50
E.OLSEN - Rivertown - river café prizes for trivia			100.00
E.OLSEN - Constant Contact - 50%-50%			47.50
E.OLSEN - Walmart - Arbor Day event			41.69
E.OLSEN - Rivertown - event prizes for Jaguar watch party			60.00
E.OLSEN - Rivertown - event prizes for Jaguar watch party			50.00
K.MCKENDREE - EXXONMOBIL - fuel for equipment and truck 50-50			58.15
E.OLSEN - Rivertown - river café prizes for trivia			100.00
Total Billable Expenses			754.84

Total \$754.84



River Café

RiverTown

160 Riverglade Run January 12, 2023
Saint Johns, FL 6:13 PM
32259 Jason
(904) 679-5733
RiverClub.Square.Site

Receipt: LD5N
Ticket: Gift Cards
Authorization: 803871

AMERICAN EXPRESS
AID A0 00 00 00 25 01 09 01

PATIO

Gift Card 4614	\$20.00
Gift Card 5225	\$20.00
Gift Card 6404	\$20.00
Gift Card 0325	\$20.00
Gift Card 0883	\$20.00
Gift Card 8410	\$50.00

Total	\$150.00
American Express 3324 (Contactless)	\$150.00

River Café

\$22.50
Refund

Original Purchase

Gift Card × 1	\$50.00
Gift Card × 1	\$25.00
Gift Card × 1	\$25.00
Gift Card × 1	\$25.00

Purchase Subtotal	\$125.00
Tip	\$22.50

Total	\$147.50
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AMEX 3324 (Chip) Dec 29 2022 at 8:14 PM
AMERICAN EXPRESS Auth code: 842906
E OLSEN

Return

Tip	-\$22.50
-----	----------

Reason: Accidental charge

Total	-\$22.50
Amount Refunded	-\$22.50

AMEX 3324 Jan 31 2023 at 2:41 PM
AMERICAN EXPRESS

#r9w4

River Café

RiverTown

160 Riverglade Run January 19, 2023
Saint Johns, FL 8:04 PM
32259 Jason
(904) 679-5733
RiverClub.Square.Site

Receipt: BujQ
Ticket: 28
Authorization: 802236

AMERICAN EXPRESS
AID A0 00 00 00 25 01 08 01

PATIO

Gift Card 4309	\$50.00
Gift Card 9177	\$25.00
Gift Card 0785	\$25.00

Total	\$100.00
American Express 3324 (Chip)	\$100.00
E Olsen	

Give us feedback @ survey.walmart.com
Thank you! ID #:7SGWFPCQCTB

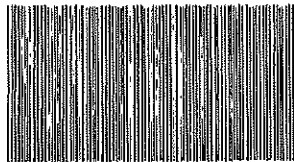


WM Supercenter
904-260-4402 Mgr. PAUL
10991 SAN JOSE BLVD STE 1
JACKSONVILLE FL 32223
ST# 01082 OP# 009006 TE# 06 TR# 05489
SNACK BAGS 078742349480 3.48 X
SNACK BAGS 078742349480 3.48 X
CRAYONS 884920102460 4.97 X
** VOIDED ENTRY **
CRAYONS 884920102460
MG POMIX 8QT 032247567830 5.37 X
MG POMIX 8QT 032247567830 5.37 X
MG POMIX 8QT 032247567830 5.37 X
MG POMIX 8QT 032247567830 5.37 X
MG POMIX 8QT 032247567830 5.37 X

SUBTOTAL 38.78
TAX1 7.5000 % 2.91
TOTAL 41.69
AMEX TEND 41.69
CHANGE DUE 0.00

AMERICAN EXPRESS- 3324 I O APPR#884547
41.69 TOTAL PURCHASE
REF # 302000664992
TRANS ID - 006121197715079
AID A000000025010801
TC BF889E5F096B3DCF
TERMINAL # 21975546
*No Signature Required
01/20/23 15:19:50

ITEMS SOLD 8
TC# 1386 9098 3639 7104 4553



Become a
member today
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
01/20/23 15:19:55

River Café



Let RiverTown know how your experience
was

\$60.00

Gift Card × 1 \$50.00

Purchase Subtotal \$50.00
Tip \$10.00

Total \$60.00

RiverTown
904-679-5733

River Café

RiverTown

160 Riverglade Run

January 5, 2023

Saint Johns, FL

4:24 PM

32259

Jason

(904) 679-5733

RiverClub.Square.Site

Receipt: bH9g

Ticket: b5

Authorization: 824547

AMERICAN EXPRESS

AID A0 00 00 00 25 01 08 01

Total

\$50.00

American Express 3324 (Chip)

\$50.00

E Olsen

ADD A TIP

☐ 18% (Tip \$9.00, Total \$59.00)

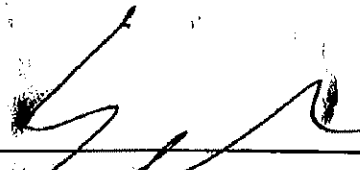
☐ 20% (Tip \$10.00, Total \$60.00)

☐ 22% (Tip \$11.00, Total \$61.00)



CUSTOM TIP

TOTAL

x 
I agree to pay the above total amount
according to my card issuer agreement.

[Campaigns](#)[Contacts](#)[Reporting](#)[Sign-up Forms](#)[Websites & Stores](#)[Events](#)[Social](#)[Integrations](#)[Library](#)

Last 6 Months



12-03-2022



to

01-03-2023

[Cancel](#)[Show](#)[jdavidson@vestapropertyserv](#)[Email](#) ▼[Print](#) ▼

Your next monthly invoice
date is: **February 2, 2023**

[Split 50-50](#)[All activity](#)[Payments](#)[Invoices](#)

Date	Description	Charge Amount
01/02/2023	Invoice #1672647336 Constant Contact - Email Plus 2501-5000 Contacts Max Period Contacts: 3048 From 12/02/2022 to 01/02/2023 Total	\$95.00 \$95.00
12/02/2022	Invoice #1669968867	\$95.00
11/02/2022	Invoice #1667373238	\$95.00
10/02/2022	Invoice #1664694867	\$95.00
09/02/2022	Invoice #1662102919	\$95.00
08/02/2022	Invoice #1659424513	\$95.00

WELCOME
WEEDMAN
9900 Shands Pier
Jacksonville FL
32259

Split 50-50

DATE 12/28/22 10:51
TRAN#9040544
PUMP# 04
SERVICE LEVEL: SELF
PRODUCT: REG
GALLONS: 37.527
PRICE/G: \$3.099
FUEL SALE \$116.30
CREDIT \$116.30

USD\$116.30
*****1146
Entry: Chip Read
AppName: AMERICAN EX
PRESS
AuthNet: AMEX
MODE: Issuer
AID: A00000002501000
1
Auth #: 830135
Resp Code: 000
Stan: 0349473402
Invoice #: 427019
Shift #: 1
Store # 9993668

THANK YOU
HAVE A NICE DAY

River Café

RiverTown

160 Riverglade Run January 26, 2023
Saint Johns, FL 4:43 PM
32259 Olivia
(904) 679-5733
RiverClub.Square.Site

Receipt: z3ZB
Ticket: 74
Authorization: 809009

AMERICAN EXPRESS
AID A0 00 00 00 25 01 09 01

Total	\$100.00
American Express 3324	\$100.00
(Contactless)	

ADD A TIP

☐ 18% (Tip \$18.00, Total \$118.00)

☐ 20% (Tip \$20.00, Total \$120.00)

☐ 22% (Tip \$22.00, Total \$122.00)

☐ _____
CUSTOM TIP TOTAL



INVOICE

JAX 467311	11/29/2022
Net 45	

Bill To:

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

Property Name: Rivers Edge CDD II

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: January 13, 2023

Invoice Amount: \$380.00

November Irrigation Repairs Rivers Edge CDD II

Irrigation Repairs

\$380.00

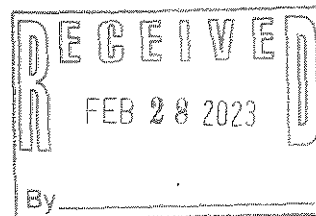
Invoice Total

\$380.00

Approved RECDD II
Submitted to AP on 2-28-2023
by Jason Davidson

Jason Davidson

IN COMMERCIAL LANDSCAPING



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

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

**COMPLETED
WORK**

W. O. #

NAME

ADDRESS

DATE _____

RIVERTOWN

CALUMET DR (~~REDACTED~~)

11/14/2022

PG 1 OF 1

[illegible]

Please stamp here

--

DATE	DESCRIPTION	HOURS	RATE	TOTAL
	Tech	3	\$ 82.00	\$ 246.00
				\$ -
				\$ -
				\$ -
LABOR & RENTAL TOTAL				\$ 246.00

Approved

Not Approved

ASDMS # 226 302B

Comments

COMPLETED WORK

HOURS WERE USED TO TROUBLESHOOT AND LOCATE BROKEN HEADS AS WELL AS THE VALVES THAT	MATERIALS	\$ 134.00
CONTROLLED THE AFFECTD AREA, THE HOURS ARE ALSO DIVIDED BETWEEN 2 TECHS.	LABOR & RENTAL	\$ 245.00
	TOTAL	\$ 380.00

DATE COMPLETED : 11/14/2022

TECHNICIAN : MATT KNOX

CLIENT



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 484236	1/29/2023
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD I

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: February 28, 2023

Invoice Amount: \$1,062.00

Description	Current Amount
January Irrigation Repairs*****382 Stern Wheel*****	
Irrigation Repairs	\$1,062.00

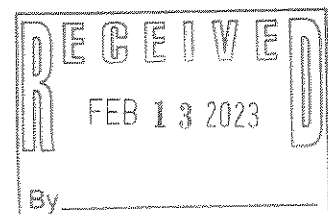
Invoice Total **\$1,062.00**

IN COMMERCIAL LANDSCAPING

Irrigation repairs.

Approved RECDD II
Submitted to AP on 2-14-2023
by Jason Davidson

Jason Davidson



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



YELLOWSTONE
LANDSCAPE

Bill To:

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

Property Name: Rivers Edge CDD II

INVOICE

INVOICE #	INVOICE DATE
JAX 501973	3/15/2023
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: April 14, 2023

Invoice Amount: \$30,926.06

Description	Current Amount
Monthly Landscape Maintenance March 2023	\$30,926.06

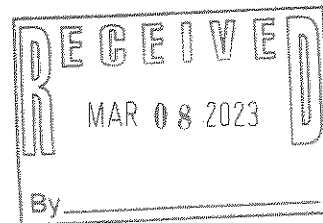
Monthly Landscape Services
Approved RECDD II
Submitted to AP on 3-8-2023
by Jason Davidson

Jason Davidson

Subtotal \$30,926.06

Amount Paid \$0.00

TOTAL \$30,926.06



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



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 501971	3/15/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge II - Pond Banks
c/o Vesta Property Services
475 West Town Place Suite 114
St. Augustine, FL 32092

Property Name: Rivers Edge II - Pond Banks

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: April 14, 2023

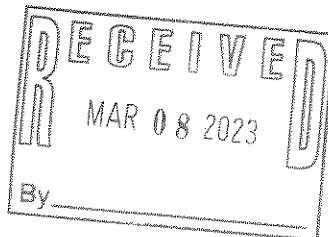
Invoice Amount: \$2,914.00

Description	Current Amount
Monthly Landscape Maintenance March 2023	\$2,914.00

Monthly Service for Pond Banks
in WaterSong
Approved RECDD II
Submitted to AP on 3-8-2023
by Jason Davidson

Jason Davidson

Subtotal	\$2,914.00
Amount Paid	\$0.00
TOTAL	\$2,914.00



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

B.

1.

RIVERTOWN

RECDD II Cocina Boulder Installation Proposal

Date of report: **3/15/23**

Submitted by: **Jason Davidson**

The following proposal is from Yellowstone to add 6 Cocina Boulders at the RiverClub to prevent cars from driving through landscape beds and turf. Total project cost would be **\$4,420.00**



Proposal #290153

Date: 03/03/2023

From: Michael Scuncio

Proposal For

Rivers Edge CDD II

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

main: 904-879-5523

mobile:

jdavidson@vestapropertyservices.com

Location

475 West Town Place Suite 114

St. Augustine, FL 32092

Property Name: Rivers Edge CDD II

Install 6 Cocina Boulders at River Club

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Cocina Boulders 3' to 4'	6.00	\$3,300.00
General Labor	16.00	\$1,120.00

Client Notes

Yellowstone will install Cocina Boulders at The River Club to prevent cars from driving throw landscape beds and turf. We will use two existing boulders in middle island to complete the job

	SUBTOTAL	\$4,420.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$4,420.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.



Proposal #290153

Date: 03/03/2023

From: Michael Scuncio

Proposal For

Rivers Edge CDD II

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

main: 904-679-5523
mobile:
j davidson@vestapropertyservices.com

Location

475 West Town Place Suite 114

St. Augustine, FL 32092

Property Name: Rivers Edge CDD II

Install 6 Cocina Boulders at River Club

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Cocina Boulders 3' to 4'	6.00	\$3,300.00
General Labor	16.00	\$1,120.00

Client Notes

Yellowstone will install Cocina Boulders at The River Club to prevent cars from driving throw landscape beds and turf. We will use two existing boulders in middle island to complete the job

	SUBTOTAL	\$4,420.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$4,420.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio

Office:
mscuncio@yellowstonelandscape.com

2.

RIVERTOWN

RECDD II Plant Material Replacement Proposal (Manor)

Date of report: **3/15/23**

Submitted by: **Jason Davidson**

The following proposal is from Yellowstone to replace Walters Viburnum at the Entrance to The Manor
Total project cost would be **\$2,846.00**



Proposal #289482

Date: 03/01/2023

From: Michael Scuncio

Proposal For

Rivers Edge CDD II

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

main: 904-879-5523
mobile:
j davidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD II

Rivers Edge CDD II Manors Entrance Plant Replacement

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
3G Walters Viburnum	118.00	\$2,006.00
General Labor	12.00	\$840.00

Client Notes

Yellowstone will replace Walters Viburnum at Entrance to The Manors

	SUBTOTAL	\$2,846.00
Signature	SALES TAX	\$0.00
X	TOTAL	\$2,846.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.



Proposal #289482

Date: 03/01/2023

From: Michael Scuncio

Proposal For

Rivers Edge CDD II

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

main: 904-679-5523
mobile:
j davidson@vestapropertyservices.com

Location

475 West Town Place Suite 114

St. Augustine, FL 32092

Property Name: Rivers Edge CDD II

Rivers Edge CDD II Manors Entrance Plant Replacement

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
3G Walters Viburnum	118.00	\$2,006.00
General Labor	12.00	\$840.00

Client Notes

Yellowstone will replace Walters Viburnum at Entrance to The Manors

Signature x	SUBTOTAL	\$2,846.00
	SALES TAX	\$0.00
	TOTAL	\$2,846.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio

Office:

mscuncio@yellowstonelandscape.com

C.

RIVERS EDGE II CDD

HighPointe at Rivertown Phase Two

Acquisition of Improvements and Work Product 2021 Bonds

March 2023

ACQUISITION LETTER

March __, 2023

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

RE: Acquisition of Improvements/Work Product 2021 Bonds – HighPointe at Rivertown Phase Two

Dear Mr. McGaffney:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain landscaping, stormwater, and pocket park infrastructure (the “Improvements”), and associated plans, designs, permits and other work product (the “Work Product”), as more particularly described at **Exhibit A**. Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District’s *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, as supplemented from time to time, including by that certain *Rivers Edge II Community Development District Engineer’s Report Series 2021 Bonds*, dated March 8, 2021 (collectively, the “Engineer’s Report”) to the District with the expectation that Mattamy Jacksonville may be reimbursed for all or part of the Improvements and/or Work Product from available bond proceeds now or in the future. The actual cost of constructing the Improvements and completing the Work Product is **\$2,414,685.81**.

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

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company


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

ACKNOWLEDGED AND AGREED TO BY:



Chairperson
Rivers Edge II Community
Development District

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



By: Cliff Nelson
Its: Vice President

cc: Jennifer Kilinski, District Counsel
Ryan Stilwell, P.E., District Engineer

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2 and SWMF-3, each as identified on the Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Together with, all shade pavilions, playground and recreational equipment, and landscaping, including all (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within the following tracts:

Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Table 1 – Total Costs by Subcontractor

Contractor	Paid to Date	Balance to Finish	Total Acquisition Amount
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

AFFIDAVIT REGARDING COSTS PAID

[ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT – 2021 Bonds]

STATE OF FLORIDA
COUNTY OF DUVAL

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clifford Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the primary owner and/or developer of certain lands within the Rivers Edge II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, and the *Rivers Edge II Community Development District Engineer's Report Series 2021 Bonds*, dated March 8, 2021, among other applicable reports related to the future bond series ("**Engineer's Report**"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has engaged one or more general contractors to perform services in conjunction with the construction of improvements set forth in the Engineer's Report and has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation are complete and on file with the Developer, and are capable of being produced upon request.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 10 day of March, 2023.

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

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

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


By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical
presence or ☐ online notarization this 10 day of March 2023, by Clifford Nelson, Vice
President of Mattamy Jacksonville LLC, who ☒ is personally known to me or ☐ produced
as identification.

(NOTARY SEAL)


Notary Public Signature



Naveed Zaerzadeh
Notary Public
State of Florida
Comm# HH120682
Expires 4/22/2025

Naveed Zaerzadeh
(Name typed, printed or stamped)

Notary Public, State of
Commission No. HH120682

My Commission Expires: 4/22/25

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

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Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Table 1 – Total Costs by Subcontractor

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Acquisition Amount</u>
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

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

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of March 2023, by Clifford Nelson, Vice President of MATTAMY JACKSONVILLE LLC, with offices located at 4901 Vineland Road, Suite 450, Orlando, FL 32811 ("Developer"), in favor of the **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT** ("District"), a local unit of special-purpose government situated in St. Johns County, Florida, with offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

SECTION 2. ACQUISITION OF IMPROVEMENTS. Developer acknowledges that the District is acquiring or has acquired the Improvements and Work Product completed or caused to be completed by Developer and Developer hereby certifies that Vallencourt Construction and Randy Suggs has been fully paid and agrees to assign any warranties for the Improvements to the District.

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

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

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

SECTION 5. CERTIFICATE OF PAYMENT. Developer hereby acknowledges that it has fully compensated all contractors, vendors, materialmen, professionals, or others performing work related to completion of the Improvements and the Work Product. Developer further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements or Work Product.

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

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

ATTEST

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

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

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

By: Cliff Nelson
Its: Vice President

DS SMITH
[print name]

JOHN O'LEARY
[print name]

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence
or ☐ online notarization this 10 day of March 2023, by Cliff Nelson of Mattamy Jacksonville LLC who
☒ is personally known to me or ☐ who has produced _____ as
identification, and ☐ did or ☐ did not take the oath.

N. Zaerzadeh
Notary Public, State of Florida

Print Name: Naveed Zaerzadeh

Commission No.: HH120682

My Commission Expires: 4/22/25



**Naveed Zaerzadeh
Notary Public
State of Florida
Comm# HH120682
Expires 4/22/2025**

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2 and SWMF-3, each as identified on the Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Together with, all shade pavilions, playground and recreational equipment, and landscaping, including all (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within the following tracts:

Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Table 1 – Total Costs by Subcontractor

Contractor	Paid to Date	Balance to Finish	Total Acquisition Amount
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

**DEVELOPER BILL OF SALE & ASSIGNMENT
[ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT 2021 BONDS]**

This *Developer Bill of Sale & Assignment (Acquisition of Improvements and Work Product – 2021 Bonds)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of March, 2023, by **Mattamy Jacksonville LLC** (“**Grantor**”), a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and to the **Rivers Edge II Community Development District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. HighPointe at Rivertown – Phase Two Improvements, all as more specifically identified and defined at **Exhibit A** attached hereto (together, “**Improvements**”).
2. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”).
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

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

This instrument is subject to the following provisions:

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

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

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

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

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

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

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

h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Rivers Edge II Community Development District and Mattamy Jacksonville LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated January 29, 2020, among other applicable acquisition agreements related to future bond series, the

Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 10 day of March, 2023.

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

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

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


By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 10 day of March, 2023, by Cliff Nelson, as Vice President of
Mattamy Jacksonville LLC, a limited liability company, on behalf of the company, (check one) ☒
who is personally known to me or ☐ who has produced a _____ as
identification.



Naveed Zaerzadeh
Notary Public
State of Florida
Comm# HH120682
Expires 4/22/2025

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2 and SWMF-3, each as identified on the Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Together with, all shade pavilions, playground and recreational equipment, and landscaping, including all (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within the following tracts:

Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Table 1 – Total Costs by Subcontractor

Contractor	Paid to Date	Balance to Finish	Total Acquisition Amount
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT – 2021 BONDS**

March __, 2023

Board of Supervisors
Rivers Edge II Community Development District

Re: Rivers Edge II Community Development District (St. Johns County, Florida)
Acquisition of Improvements and Work Product – 2021 Bonds

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. ("**District Engineer**"), as District Engineer for the Rivers Edge II Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Mattamy Jacksonville LLC ("**Developer**") of certain improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Improvements and Work Product – 2021 Bonds]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's Capital Improvement Plan as set forth in the District's *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, and *Rivers Edge II Community Development District Engineer's Report Series 2021 Bonds*, dated March 8, 2021, among other applicable reports related to the future bond series ("**Engineer's Report**"), and specially benefit property within the District.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation, St. Johns County, Florida, standards, St. Johns River Water Management District permit requirements and standards and are fully capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by Prosser in conjunction therewith and accordingly, the District has the unrestricted right to rely

upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The total costs associated with the Improvements and Work Product are **\$2,414,685.81** as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of March, 2023, by Ryan P. Stilwell, P.E. of Prosser, Inc. who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2 and SWMF-3, each as identified on the Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Together with, all shade pavilions, playground and recreational equipment, and landscaping, including all (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within the following tracts:

Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Table 1 – Total Costs by Subcontractor

Contractor	Paid to Date	Balance to Finish	Total Acquisition Amount
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

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

THIS RELEASE is made the ____ day of March, 2023, by **Prosser, Inc.** ("Professional"), a Florida corporation, with an address of 13901 Sutton Park Drive S, Suite 200A, Jacksonville, FL 32224, in favor of **Rivers Edge II Community Development District** ("District"), a local unit of special purpose government, being situated in St. Johns County, Florida, and having offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements as described in **Exhibit A**, for Mattamy Jacksonville, LLC ("Developer") as owner and developer of lands within the District ("Work Product"); and

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

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

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

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

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

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

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

related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

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

ATTEST

PROSSER, INC.

By: _____

By: Ryan Stilwell
Its: _____

Exhibit A – Description of Work Product

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of March, 2023, by Ryan Stilwell of **Prosser Inc.**, who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2 and SWMF-3, each as identified on the Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

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Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Commented [JK1]: Do we have the plan set to include with this Ryan vs. the improvement categories?

Table 1 – Total Costs by Subcontractor

Contractor	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Acquisition Amount</u>
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF HIGHPOINTE AT RIVERTOWN PHASE TWO**

Commented [JK2]: DJ - if we can get these signed, great. If not, we have your affidavit and can work with that.

THIS RELEASE is made to be effective as of the ____ day of March, 2023, by **Vallencourt Construction Co., Inc.**, a Florida Corporation with a principal address of 449 Center St., Green Cove Springs, FL 32043 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated November 20, 2020, and between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements for HighPointe at Rivertown Phase Two, as described in **Exhibit A** ("**Improvements**"); and

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

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

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

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

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

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

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

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

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

**VALLENCOURT CONSTRUCTION
CO., INC.**

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of March, 2023, by _____ of Vallencourt Construction Co., Inc. who ☐ is personally known to me or ☐ who has produced as identification, and ☐ did or ☐ did not take the oath.

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

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

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Work Product:

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

Table 1 – Total Costs by Subcontractor

Contractor	Paid to Date	Balance to Finish	Total Acquisition Amount
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Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF HIGHPOINTE AT RIVERTOWN PHASE TWO**

THIS RELEASE is made to be effective as of the ____ day of March, 2023, by **Randy Suggs, Inc.**, a Florida Corporation, with a mailing address of P.O. box 1141 Apopka, FL 32704 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District ("District")**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated November 21, 2019, and between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements for HighPointe at Rivertown Phase Two, as described in **Exhibit A ("Improvements")**; and

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

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

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

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

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

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

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

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

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

RANDY SUGGS, INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of March, 2023, by _____ of Randy Suggs, Inc., who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2 and SWMF-3, each as identified on the Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Together with, all shade pavilions, playground and recreational equipment, and landscaping, including all (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within the following tracts:

Tracts O-1 and O-2, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida, and Tracts C-1, C-4, C-5 and C-7, each as identified on Plat titled "HighPointe at Rivertown – Phase Two" recorded at Book 107, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

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

Table 1 – Total Costs by Subcontractor

Contractor	Paid to Date	Balance to Finish	Total Acquisition Amount
Vallencourt Construction Co., Inc.	\$2,360,136.66	\$0.00	\$2,360,136.66
Randy Suggs, Inc.	\$54,549.15	\$0.00	\$54,549.15
TOTAL			\$2,414,685.81



Last Revised: 3/7/2023

JACKSONVILLE DIVISION

confidential

DocuSigned by:

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3/7/2023

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3/7/2023

CONTRACT NEGOTIATIONS

ASM Approval Authorization

An Area Sales Manager holds the below approval authorizations as described:

Backlog Triage

Description	Parameters
Incentives	<ul style="list-style-type: none"> A Reallocation of Closing Cost dollars equal to an additional 1.5% of the Base Price over the Division Price Sheet reallocation limit Approval of incentives with Buyer using an OSL if MHF is unable to provide a Loan Program or denies the Buyer financing, or if the OSL provides a significantly more competitive interest rate than MHF is able to provide. Significantly is at the ASM's discretion. Additional Price Reduction, Prepaid Homeowners Association Fees, Closing Costs and/or Rate Buydown incentive collectively totaling an amount up to 2% of the Total Purchase Price of the Contract, if no ASM Back Pocket was already used in the Contract.
Deposit Payment Plans	In accordance with the Contract Deposit Policy

Negotiating New Sales

Description	Parameters
Incentives	<ul style="list-style-type: none"> A Reallocation of Closing Cost dollars equal to an additional 1.5% of the Base Price over the Division Price Sheet reallocation limit Approval of incentives with Buyer using an OSL if MHF is unable to provide a Loan Program or denies the Buyer financing, or if the OSL provides a significantly more competitive interest rate than MHF is able to provide. Significantly is at the ASM's discretion. Additional Price Reduction, Prepaid Homeowners Association Fees, Closing Costs and/or Rate Buydown incentive collectively totaling an amount equal to 2.0% of the Base Price shown on the Division Price Sheet
Home Town Hero Discount	Sign the HTH Discount Checklist approving the HTH Discount
House to Close Contingency	In accordance with the Buyer's Existing Home policy
House to Sell Contingency	In accordance with the Buyer's Existing Home policy
Deposit Payment Plan	In accordance with the Contract Deposit Policy, except the below : <ul style="list-style-type: none"> Closing Date 45 days to 59 days from sale, deadline to ≤ 14 days Closing Date 60 days to 89 days from sale, deadline to ≤ 45 days Closing ≥ 90 days away (home not started), deadline to ≤ 90 days
Deposit Reduced Amount	<ul style="list-style-type: none"> QMI Homes with Projected Closing within 60 Calendar Days of the Sale's Reported Date: Total deposit due to be no less than 50% of the Deposit Policy per the Contract Deposit Policy All Other: Total deposit due to be no less than 75% of the Deposit Policy per the Contract Deposit Policy

Red are additions/changes from the last authorization.