Rívers Edge II Community Development Districts

November 19, 2025



Rivers Edge II Community Development District

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

November 12, 2025

Board of Supervisors Rivers Edge II Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Audit Committee and Board of Supervisors Meetings are scheduled to be held on, November 19, 2025 at 12:00 p.m. at the RiverHouse, 156 Landing Street, St. Johns, Florida 32259.

Following are the agendas for the meetings:

Audit Committee Meeting

- I. Roll Call
- II. Review and Ranking of Audit Proposals
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
 - A. Acceptance of Resignation from Donna WeMett
 - B. Discussion of the Process for Appointing a New Supervisor
- IV. Staff Reports
 - A. Landscape Maintenance Report
 - B. District Engineer Consideration of Proposal for Preparation of a Public Facilities Report
 - C. District Counsel

- D. District Manager
- E. General Manager Monthly Operations and Pond Reports
- V. Approval of Consent Agenda
 - A. Minutes of the October 15, 2025 Audit Committee and Board of Supervisors Meetings
 - B. Financial Statements as of September 30, 2025
 - C. Check Register
- VI. Acceptance of the Audit Committee's Recommendation
- VII. Consideration of Amendment to Tri-Party Interlocal and Cost Share Agreement
- VIII. Consideration of Cost Share Request for Maintenance Vehicle Replacement
 - IX. Consideration of Resolution 2026-01, Amending the Fiscal Year 2025 Budget
 - X. Consideration of Request for Boundary Amendment
 - XI. Supervisor Requests
- XII. Audience Comments
- XIII. Next Scheduled Meeting December 19, 2025 at 9:00 a.m. at the RiverHouse
- XIV. Adjournment

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





Proposal to Provide Financial Auditing Services:

RIVERS EDGE II

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: November 10, 2025 5:00PM

Submitted to:

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

Submitted by:

Antonio J. Grau, Partner Grau & Associates 1001 Yamato Road, Suite 301 Boca Raton, Florida 33431 **Tel** (561) 994-9299

(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com www.graucpa.com



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November 10, 2025

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

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Rivers Edge II Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: 95% of our work is performing audits for local governments and of that 98% are for special districts. With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

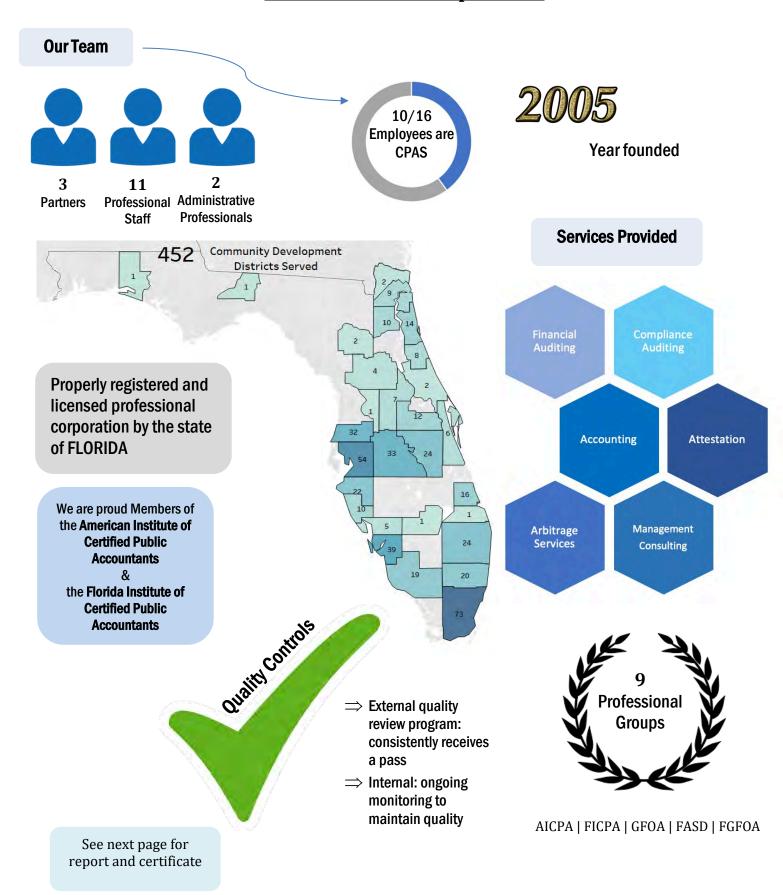
Very truly yours, Grau & Associates

Antonio J. Grau

Firm Qualifications



Grau's Focus and Experience









Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

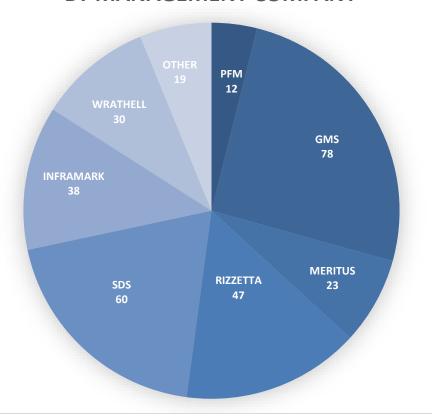
cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

Firm & Staff Experience



GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing
Audits: 35+
CPE (last 2 years):
Government
Accounting, Auditing:
24 hours; Accounting,
Auditing and Other:
56 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing
Audits: 13+
CPE (last 2 years):
Government
Accounting, Auditing:
24 hours; Accounting,
Auditing and Other:
64 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski



YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





Antonio 'Tony ' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District Fishhawk Community Development District (I,II,IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

Boca Raton Airport Authority Greater Naples Fire Rescue District Key Largo Wastewater Treatment District Lake Worth Drainage District South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association Florida Institute of Certified Public Accountants Government Finance Officers Association Member City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	80 (includes of 4 hours of Ethics CPE)





David Caplivski, CPA/CITP, Partner

Contact: dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates Partner 2021-Present
Grau & Associates Manager 2014-2020
Grau & Associates Senior Auditor 2013-2014
Grau & Associates Staff Auditor 2010-2013

Education

Florida Atlantic University (2009)
Master of Accounting
Nova Southeastern University (2002)
Bachelor of Science
Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
AICPA Certified Information Technology Professional (2018)
AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts Hispanic Human Resource Council Aid to Victims of Domestic Abuse Loxahatchee Groves Water Control District **Boca Raton Airport Authority** Old Plantation Water Control District **Broward Education Foundation** Pinetree Water Control District CareerSource Brevard San Carlos Park Fire & Rescue Retirement Plan CareerSource Central Florida 403 (b) Plan South Indian River Water Control District South Trail Fire Protection & Rescue District City of Lauderhill GERS City of Parkland Police Pension Fund Town of Haverhill City of Sunrise GERS Town of Hypoluxo Town of Hillsboro Beach Coquina Water Control District Central County Water Control District Town of Lantana City of Miami (program specific audits) Town of Lauderdale By-The-Sea Volunteer Fire Pension City of West Park Town of Pembroke Park

Coquina Water Control District Village of Wellington East Central Regional Wastewater Treatment Facl. Village of Golf

ist Central Regional Wastewater Treatment Paci. Vinage of G

East Naples Fire Control & Rescue District

Professional Education (over the last two years)

CourseHoursGovernment Accounting and Auditing24Accounting, Auditing and Other64Total Hours88 (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants Member, Florida Institute of Certified Public Accountants Member, Florida Government Finance Officers Association

Member, Florida Association of Special Districts



References



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 1998

Client Contact Darrin Mossing, Finance Director

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

904-940-5850

Two Creeks Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2007

Client Contact William Rizzetta, President

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

813-933-5571

Journey's End Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2004

Client Contact Todd Wodraska, Vice President

2501 A Burns Road

Palm Beach Gardens, Florida 33410

561-630-4922



Specific Audit Approach



AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions:
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

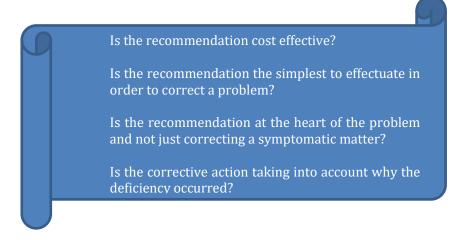
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments:
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



Cost of Services



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

Year Ended September 30,	Fee
2025	\$6,600
2026	\$6,700
2027	\$6,800
2028	\$6,900
2029	<u>\$7,000</u>
TOTAL (2025-2029)	<u>\$34,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



Supplemental Information



PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	√				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	√			✓	9/30
Hobe-St. Lucie Conservancy District	√			✓	9/30
Indian River Farms Water Control District	√			✓	9/30
Indian River Mosquito Control District	√				9/30
Indian Trail Improvement District	√			✓	9/30
Key Largo Wastewater Treatment District	√	✓	√	✓	9/30
Lake Asbury Municipal Service Benefit District	√			✓	9/30
Lake Padgett Estates Independent District	√			✓	9/30
Lake Worth Drainage District	√			✓	9/30
Lealman Special Fire Control District	√			✓	9/30
Loxahatchee Groves Water Control District	√				9/30
Old Plantation Water Control District	√			√	9/30
Pal Mar Water Control District	√			√	9/30
Pinellas Park Water Management District	√			√	9/30
Pine Tree Water Control District (Broward)	√			√	9/30
Pinetree Water Control District (Wellington)	√				9/30
Port of The Islands Community Improvement District	√		✓	√	9/30
Ranger Drainage District	√	✓		√	9/30
Renaissance Improvement District	√			√	9/30
San Carlos Park Fire Protection and Rescue Service District	√			✓	9/30
Sanibel Fire and Rescue District	√				9/30
South Central Regional Wastewater Treatment and Disposal Board	√				9/30
South Indian River Water Control District	√	✓		√	9/30
South Trail Fire Protection & Rescue District	√			√	9/30
Spring Lake Improvement District	√			√	9/30
St. Lucie West Services District	√		✓	√	9/30
Sunrise Lakes Phase IV Recreation District	√			√	9/30
Sunshine Water Control District	√			√	9/30
Sunny Hills Units 12-15 Dependent District	√			√	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	3,30



ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

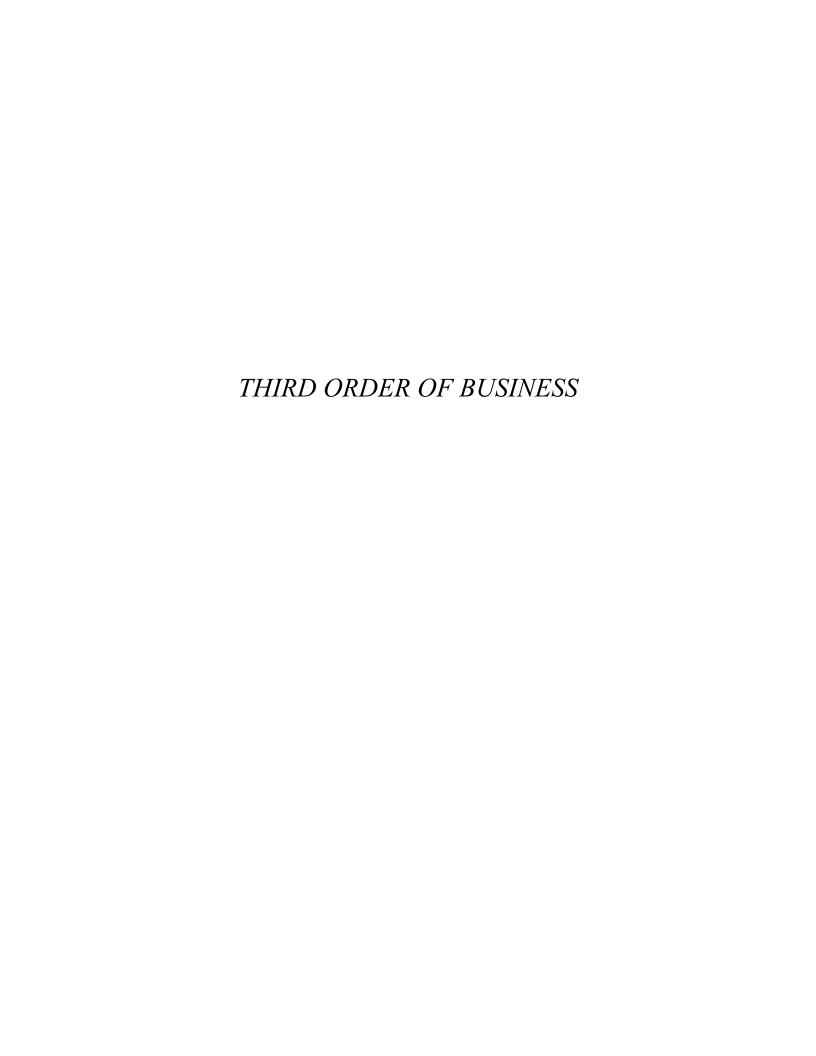
The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73 Current
Arbitrage
Calculations

We look forward to providing Rivers Edge II Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on www.graucpa.com.





A.

Subject: Resignation from the Rivers Edge 11 CDD Board

Dear District Manager, and District Counsel:

The purpose of this letter is to provide my formal resignation from my position as Supervisor #3 of the Rivers Edge 11 Community Development District effective immediately. Please share this with the other Board members if deemed necessary.

This decision was not made lightly, as serving on this Board has been a rewarding experience. However, due to medical concerns, I find it necessary to step down at this time.

I am grateful for the opportunity to contribute to the development and success of our community. Working alongside such dedicated individuals has been an honor, and I am pleased of what we have accomplished together.

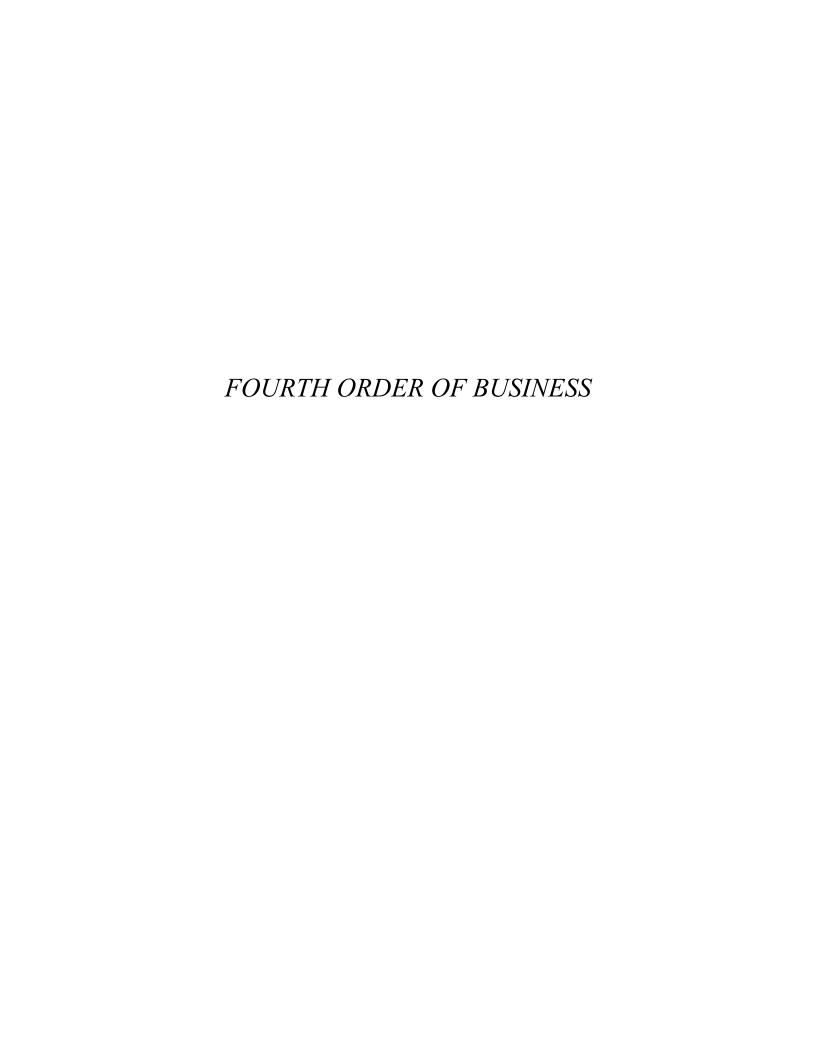
To ensure a smooth transition, I am happy to assist in any way. Please feel free to reach out to me at if there is anything I can do to support the either of you or Board during this time.

Thank you once again for the support you have extended to me. I wish the board continued success.

Sincerely,

Donna L. WeMett

Supervisor #3, Rivers Edge 11 CDD



A.



Rivers Edge CDD - I, II, and III

Landscape Update for November 2025

General Maintenance

- We have detailed and cleaned up the RiverHouse and RiverClub. Next week the team will start the grass cutback depending on the muhly blooming.
- o Team is spraying for weeds throughout the community and trimming shrubs.
- o Teams are working on full maintenance every week.
- o We will ensure that all tree suckers are removed from the base of the trees.
- o Team has been spraying all mulch beds for clean appearance.
- We are removing as much Moss from trees as we get to each section.
- Teams have removed numerous trees and limbs that have fallen at no charge.
 Larger trees will be proposed for removal by the arbor team.
- Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on the status of concerned areas and the overall appearance of the community.
- Winter flowers will be installed on the second week of December along with fresh and rich soil. We raised the beds for a better show.
 - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
 - This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
 - Because of this you will see scalping occasionally until the proper height is achieved.
 - Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so

that the new green growth is what is showing after each mowing occurrence moving forward.

• Irrigation

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

• Fert/Chem

- Our techs will be treating turf weeds throughout the community.
- Teams are spreading granular fertilizer to green up turf and push healthy growth
- Lead tech is Treating roses with bone meal and liquid fertilizer.

• Arbor

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





lacksonville Office

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

November 6, 2025

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

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

Dear Corbin,

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

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

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

Task 1 – Development of Public Facilities Report

PRIME AE's engineering services include:

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

Fee Summary

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

ADDITIONAL SERVICES:

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



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

- Civil Construction Documents
- Landscape Architecture Construction Documents
- Entry Feature/Hardscape Design
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization
- Transportation Impact Analysis Report
- Offsite Transportation Improvements
- Land or Easement Acquisition Elements
- Surveys
- Site Lighting
- Structural Design Including Bulkhead and Retaining Walls
- Electrical Design

- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Off-site stormwater modeling or design
- Flood zone analysis and FEMA permitting (separate consultant)
- Stormwater System Maintenance Agreement Assistance
- NPDES Stormwater Permitting
- Hardscape design
- Architectural drawings
- Permitting
- Permit/application Fees
- Civil Site Design, beyond budget

OUT-OF-POCKET EXPENSES:

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

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

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

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

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

Sincerely,



Jeffery L. Mason, P.E.

Director, Civil Site Land South Region

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

Hilel

Enclosures: Standard Terms & Conditions

Rate Schedule

Proposal for Rivers Edge II CDD 2025 Public Facilities Report November 6, 2025 Page 3



Accepted By:
Signature
Typed Name and Title
Date



Standard Terms & Conditions

- 1. **General Provisions.** These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform the base services as outlined in the proposal ("Services"). Any services excluded from the proposal shall not be part of the Services unless added per Section 2 of this Agreement. The Client acknowledges receipt of and accepts these ST&C by receiving the proposal. Client agrees that these ST&C shall supersede any Client terms and conditions whenever signed by PRIME AE unless the Client provides written notice to PRIME AE's authorized representative within five days of the proposal date explicitly rejecting these ST&C. Any purported changes or modifications to these ST&C shall be null and void unless they are initialed and dated adjacent to the purported change or modification by an authorized PRIME AE representative. The Client agrees that upon its authorization to proceed to PRIME AE, these ST&C shall supersede any subsequent Client terms and conditions signed by PRIME AE. PRIME AE and Client may be referred to collectively herein as "the Parties," and any of them may be called "a Party." The technical and pricing information in the proposal is confidential and proprietary property of PRIME AE. It shall not be disclosed or made available to third parties without the prior express written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may necessitate revisions in scope and fee. PRIME AE will inform the Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith in accordance with Section 2 of this Agreement.
- **2. Modification or Amendment to this Agreement.** Additional services may be undertaken at PRIME AE's sole discretion. This Agreement may only be changed, amended, supplemented, superseded, or waived if both parties specifically agree in writing to such amendment before the effective date.
- **3. Independent Contractor.** PRIME AE is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or establish an employer/employee or principal/agent relationship between PRIME AE and Client or its subcontractors or consultants. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement.
- 4. Standard of Care. PRIME AE's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Nothing in this Agreement, the Client's terms and conditions or any other document will require a level of performance higher than this Standard of Care. No other warranty of any kind (including but not limited to fit for purpose and free from defect type warranties), whether express or implied, at common law or created by statute, is extended, made, or intended by the performance of PRIME AE's Services under the Agreement for this project.
- **5. Invoicing and Payment**. PRIME AE fees are quoted for the present calendar year of the proposal and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE in its sole discretion. The Client shall pay PRIME AE according to the rates and charges outlined in the proposal. Invoices are net cash, due and payable upon receipt, but no later than thirty (30) days from the invoice date. Full payment of all invoices will be due before the release of any Work Product. Payment shall not be subject to any withholding or retention except for disputed fees. In writing, the Client shall notify PRIME AE of any disputed fees within seven (7) days from the invoice date, give reasons for the objection, and promptly pay the undisputed fees. If the Client fails to make any payment due to PRIME AE for Services and expenses within thirty (30) days after receipt of PRIME AE's invoice, the fees due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day. In addition, PRIME AE may suspend Services under this Agreement upon written notice to Client for any breach of this Agreement, including nonpayment of PRIME AE's fees. In the event of a suspension of Services, PRIME AE shall have no liability or responsibility to the Client for delay or damage caused to the Client because of such suspension of Services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of Services or delivery of any deliverables. The Client shall pay PRIME AE any fees or expenditures incurred to suspend and restart Services. If PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder





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

- **6. Client Scope Changes and Delays.** Singular or aggregate Client scope changes in the design or Client delays to the design may result in additional fees and schedule relief. The Client agrees that changes and modifications to the design after thirty percent (30%) design completion may result in additional fees and schedule relief. Any fee and schedule changes shall be made per Section 2 of this Agreement.
- **7. Right of Entry**. The Client shall be responsible for obtaining all legal right-of-entry and associated costs on properties required by the project.
- **8. Reliance**. PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification unless required by the Standard of Care. Client agrees to indemnify, defend, and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section.
- **9. Regulatory Permits**. PRIME AE does not represent or guarantee that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. The fees and corresponding scope of Services have been formulated based upon existing regulatory codes, ordinances, and procedures known to PRIME AE on the date of proposal preparation. If subsequent regulatory changes require revisions to Services completed or an increased level of effort, compensation for these additional services shall be provided in accordance with Section 2 herein. This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee when applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon the Engineer of Record inspection and certification of construction. If such a condition is imposed, progress and final inspections must be provided by PRIME AE. Compensation for this additional work shall be provided by Section 2 herein.
- **10. Insurance**. PRIME AE will maintain workers' compensation insurance as required under the state's laws in which the Services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance for \$1,000,000 per claim and \$2,000,000 in the aggregate covering negligent performance of Services; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish certificates of insurance to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.
- 11. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing Services under this Agreement, except to the extent required for: (1) performance of Services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of Services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.
- 12. Work Product. Upon Client's payment of all fees due and owing PRIME AE, ownership of PRIME AE's final deliverables, drawings, specifications and other documents and electronic data furnished by PRIME AE under this Agreement ("Work Product") shall pass to Client subject to the following limitations: Client acknowledges and agrees that: (i) PRIME AE's Work Product is not intended or represented to be suitable for use on the Project unless completed and signed by PRIME AE's authorized representative; (ii) Work Product marked with words such as not for construction, permitting plans, or marked with any similar statement is not suitable for construction and Client may not rely on this Work Product for construction purposes and does so at its own risk; (iii) regardless of any state



Standard Terms & Conditions

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

- **13. Termination of Services and Agreement**. Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party. Whether Client or PRIME AE terminates this Agreement, the Client agrees to compensate PRIME AE for all Service fees and additional services agreed hereunder, performed, and commitments made before the termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors.
- **14. Indemnification**. Subjection to Section 19 of this Agreement, PRIME AE shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by PRIME AE's negligent performance of services under this Agreement. The Client shall indemnify and hold PRIME AE harmless from any loss or damage caused by the Client's acts or omissions.
- **15. Mutual Waiver of Consequential Damages**. In no event shall either Party be liable to the other, whether in contract, tort, or any other cause whatsoever, for any consequential, liquidated damages, special, incidental, indirect, punitive, or exemplary damages, and the Parties release each other from any such liability.
- 16. Design Services During Construction (DSDC). If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such Services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as outlined in PRIME AE's Services, PRIME AE will review (or take other appropriate action concerning) shop drawings, samples, and other data which PRIME AE's Services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information outlined in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products), construction, or safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the Services, and the Client requests DSDC from PRIME AE, Client and PRIME AE shall execute a written amendment per Section 2 of this Agreement.
- **17. Certifications**. PRIME AE shall not be required to sign any documents, no matter by whom requested, including for the Client to obtain financing, that would result in PRIME AE's having to exceed the Standard of Care, or provide





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

- 18. Opinion of Possible Costs. When required as part of its scope of Services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of possible cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made based on PRIME AE's experience and qualifications. They will represent PRIME AE's judgment per the Standard of Care. Except to the extent directly caused by a breach of the Standard of Care, PRIME AE is not responsible for and has no liability for quantity variances. The Client will not seek reimbursement from PRIME AE for costs arising from or related to such variances. Client acknowledges and agrees that: (i) the interim Work Product prepared and delivered by PRIME AE for the project are preliminary, not fully detailed, subject to change, and not ready for construction; (ii) Client is responsible for pricing assumptions and quantity take-offs; and (iii) PRIME AE does not guarantee or warrant that its designs can be constructed within a lump sum price, GMP, contract budget, or other estimated or bid value.
- **19. Risk Allocations**. Client and PRIME AE have discussed the project's risks, rewards, anticipated outcome, and an estimated total fee for PRIME AE's scope of Services and fully agree to the following risk allocations. To the fullest extent permitted by law, PRIME AE's total liability to Client (including anyone claiming by or through Client) for damages of any nature shall not exceed, in the aggregate, fifty thousand dollars, whether in contract, tort, or any other cause.
- **20. Force Majeure**. If either party is prevented, hindered, or delayed in performing any of its obligations hereunder because of a Force Majeure occurrence, such party shall notify the other party, in writing, of the occurrence of such an event and the circumstances thereof within five (5) days after the occurrence of such an event. The civil code or common law in the jurisdiction where the project is located shall define Force Majeure. To the extent that a party's performance of its obligations hereunder is prevented, hindered or delayed by an event of Force Majeure and to the extent that notice has been given to the other party, such party shall be excused as of the date of occurrence of the event of Force Majeure from the performance or punctual performance of its obligations hereunder for so long as the relevant event of Force Majeure continues.
- **21. Certificate of Merit**: Client shall make no claim (whether directly or in the form of a third-party claim) against PRIME AE unless Client shall have first provided PRIME AE with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such a certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to PRIME AE thirty (30) days before the institution of such judicial proceedings.
- 22. Dispute Resolution. If a dispute arises out of this Agreement or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, before initiating legal proceedings, Client and PRIME AE agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in their costs, and neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The Client agrees that any claim against PRIME AE shall be brought within one (1) year from the date of PRIME AE's final invoice, regardless of any applicable statute of repose or statute of limitation.
- **23. Precedence**. These ST&C shall take precedence over and supersede any Client counterproposal, contract, purchase order, requisition, notice to proceed, or similar or like document.
- **24. Severability**. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.



Standard Terms & Conditions

- **25. Survival**. These ST&C shall survive the completion of PRIME AE's Services on the project, the suspension or termination of Services for any cause, and shall remain in full force and effect until PRIME AE is paid in full for all fees due hereunder.
- **26. Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to conflict of laws. All disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in Florida. If Client commences any legal action in connection with this Agreement, and PRIME AE prevails in such action, PRIME AE shall be entitled to recover, in addition to court costs, the amount of its attorneys' fees arising out of or related to the legal action, including consultant and expert's fees.
- **27. Assignment**. This Agreement is not assignable by Client to any third party without the express prior written consent of PRIME AE. PRIME AE may assign this contract to any affiliate, subsidiary, or, in case of an acquisition or merger, the buyer.
- **28. No Al Training.** The client may not use PRIME AE's Work Product, related documents, or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms, or systems.
- **29. No Individual Liability**. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OF PRIME AE GROUP, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY CLAIMS, DAMAGES, OR DISPUTES ARISING OUT OF AND SUBJECT TO THIS CONTRACT.
- **30.** Construction Means, Methods, and Safety. PRIME AE is not responsible for selecting, supervising, directing, controlling, or otherwise being in charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the failure of Client, its contractor, engineers, architect, subcontractors, or other materialmen or service providers not engaged by PRIME AE to perform and complete construction of the project per the contract documents.
- **31. Compliance with Laws**. In the event that standards of practice or legal requirements change during the project, PRIME shall promptly notify the Client of such changes and any additional costs that this may create, both in the Project cost itself and the compensation due to PRIME AE.
- **32. Headings**. Section or paragraph headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.



Hourly Rate Schedule

Effective May 2023

Planning & Engineering	
Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$ 95
Administrative Support	\$ 95
Project & Business Services	
Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115
Information Services	
Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125
CEI/Construction Management Services	
Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105
All Reimbursable Expenses Shall Be Cost Times A Factor Of 1.15	





Date of report: 11/19/2025 Submitted by: Kevin McKendree

RECDD I

Filter Equipment for RiverHouse Pools:

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

RiverHouse Pool:

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

Pothole on Footbridge alleyway:

There is a large pothole that formed on one of alleyways off Footbridge in the Gardens neighborhood. We got with the District Engineer to investigate the root cause of the pothole, and it was determined to have not been caused by an underlying water or drainage issue. We cold-patched the area for now until we can get it properly repaired. Duval Asphalt addressed this pothole properly for the time being until other work is decided on. This was approved to be completed by Burnham Construction in April's meeting, and we will coordinate through the District Engineer to get it completed. This was approved as a cost share item in September's meeting so we can now proceed forward. Work began the week of 11/10.

Fencing around Rivertown BLVD:

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

Riverhouse Rental Side Broken Window:

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

Arbors Play Park Turf:

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

Fountain behind model homes:

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

Small Founta in front of Welcome Center:

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

Painting of RiverHouse:

The RiverHouse needs painting both interior and exterior. We are gathering quotes to present to the board in October. This is a planned capital reserve project. This was approved and we are working on scheduling. We expect this to take months as there are many parts to it that we must work around i.e rentals and the ongoing pool project.

Sternwheel Park:

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

Crosswalk Signs:

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

RiverFront Park Trails:

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

Accidents:

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

Rental Side Remodel:

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

RECDD II

CDD 2 Golf Cart Path Signage Update:

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

Keystone Corners turf:

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

Pirate Ship Playground:

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

RECDD 3

Fountain in front of RiverLodge:

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

RiverLodge Gym AC and Pool Equipment:

The air conditioning inside of the Riverlodge gym has been having trouble staying at the setpoint temperature. It was found this week that transformers inside of the unit are fried. Surge protection was approved for these AC units and at the pool equipment panels as well. We have ordered these, and they will be installed immediately upon arrival. This is now complete.



Date of report: 11/19/2025 Submitted by: Kim Fatuch

October Events

- 10.3.25 Jeremy Price
 - o Live music in the cafe
- 10.9.25 Music Bingo
 - Well attended, resident requested monthly recurring event
- 10.10.25 Emily Mikus
 - o Live music in the café
 - Tons of great feedback from residents
- 10.11.25 Fall Festival Vendor Market
 - o Vendor market open to local artisan vendors with 48 businesses signed up.
 - Residents can enjoy an evening complete with a kids zone, DJ, vendor booths, pumpkin patch and food trucks
 - Had to move to parking lot but vendors and residents loved setup. We had roughly 500 people attend this event. Tons of great feedback.



- 10.17.25 Haunted Casino Night
 - Adult residents are invited to a fun night to test fortune at the tables, enjoy eerie cocktails, and compete for chillingly fun prizes. Costumes encouraged
 - What a blast!!! So many rave reviews about this awesome event.









o Well attended, monthly recurring event

November Events

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

(Continued)



Date of report: 11/19/2025

Submitted by: Ken Council

Operations have been running smoothly at all 3 RiverTown Amenity Centers. The RiverHouse Lap & Family Pool Renovations are still underway. Commercial Fitness came out on 10/23/2025 to replace both elliptical machines at the RiverHouse Gym due to rust damage. RiverHouse fire hydrant annual inspections completed by Wayne Automatic 11/4/2025. The replacement TV for RiverClub Game Room TV #2 has been installed. RiverClub fire hydrant annual inspections completed by Wayne Automatic 11/4/2025. The RiverLodge Water Activity Pool with the Splash Pad is now closed until next season. The RiverLodge Lazy River will remain open year-round from 10am – 30 minutes before sunset.

RiverHouse

Clubhouse Staff Hours:

11am – 5pm (Tuesday – Sunday)

Closed Mondays

Recreational & Lap Pool:

- Full repair of both pools still underway
- Pools are closed until renovations are completed

Closed Mondays

Fitness Center:

- 4am 12am (Sunday Saturday)
- New water fountain/filling station installed in the RiverHouse Fitness Center
- Both elliptical machines were replaced on 10.23.2025 due to rust damage

Other Updates:

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

Pool repair/construction began September 22, 2025

RiverClub

Amenity Hours:

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

Closed Tuesdays

Other Updates:

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

RiverLodge

Amenity Hours (Airnasium, Fireplace, Lounge Area):

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

Closed Wednesdays

Water Activity Pool/Splash Pad & Lifeguard Hours:

• Water Activity Pool with splash pad closed for season.

Lazy River & Volleyball Court Hours:

10am – 30 minutes before sunset

Closed Wednesdays

Fitness Center:

4am – 12am (Sunday – Saturday)

Other Updates:

New ceiling fan installed above Clubhouse outside desk



Date of report: 11/19/2025 Submitted by: Lisa McCormick & Richard Losco

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

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

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

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

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

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

Food & Beverage as % of Revenue:

 Target
 12-Month
 % Rate – 40%

 Optimal
 12-Month
 % Rate – 35%

 Actual
 September '25
 % Rate – 48%

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

Gross Wages as % of Revenue:

 Target
 12-Month
 % Rate - 35%

 Optimal
 12-Month
 % Rate - 30%

 Actual
 September '25
 % Rate - 31%

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

Service Report



Work Order

00862343

Work Order

Number

00862343

Rivers Edge II CDD Jason Davidson

73 Shinnecock Drive

Saint Johns, FL 32259

United States

Created Date

11/5/2025

Work Details

Completed fountain maitnence at rivers edge. All

Comments to Customer

Specialist

floats and intakes cleaned. Timers have been set

to correct time. Thank you for choosing

SOLitude!

Prepared By

Account

Contact

Address

David Schwarz

	<u> </u>	
VVork	Order	Assets

Asset	Status	Product Work Type
Rivers Edge CDD II Fountain 3 - Pond 8- b	Inspected	
Rivers Edge CDD II Fountain 4A - Pond CR3	Inspected	
Rivers Edge CDD II Fountain 2 - Pond 8- a	Inspected	
Rivers Edge CDD II Fountain 1A - Pond 7	Inspected	

Service Report



Work Order

00862343

Work Order

00862343

Number

2343

Contact Jason Davidson

Address 73 Shinnecock Drive

Account

Saint Johns, FL 32259 United States

Rivers Edge II CDD

Created Date 11/5/2025

Service Parameters		
Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD II Fountain 4A - Pond CR3	LIGHTING INSPECTION (IF APPLICABLE)	
Rivers Edge CDD II Fountain 4A - Pond CR3	PANEL COMPONENT CHECK	
Rivers Edge CDD II Fountain 4A - Pond CR3	FOUNTAIN FUNCTIONALITY	
Rivers Edge CDD II Fountain 4A - Pond CR3	CHECK POWER CABLE	
Rivers Edge CDD II Fountain 3 - Pond 8- b	LIGHTING INSPECTION (IF APPLICABLE)	
Rivers Edge CDD II Fountain 3 - Pond 8- b	PANEL COMPONENT CHECK	
Rivers Edge CDD II Fountain 3 - Pond 8- b	FOUNTAIN FUNCTIONALITY	
Rivers Edge CDD II Fountain 3 - Pond 8- b	CHECK POWER CABLE	
Rivers Edge CDD II Fountain 2 - Pond 8- a	LIGHTING INSPECTION (IF APPLICABLE)	
Rivers Edge CDD II Fountain 2 - Pond 8- a	PANEL COMPONENT CHECK	
Rivers Edge CDD II Fountain 2 - Pond 8- a	FOUNTAIN FUNCTIONALITY	
Rivers Edge CDD II Fountain 2 - Pond 8- a	CHECK POWER CABLE	
Rivers Edge CDD II Fountain 1A - Pond 7	LIGHTING INSPECTION (IF APPLICABLE)	
Rivers Edge CDD II Fountain 1A - Pond 7	PANEL COMPONENT CHECK	
Rivers Edge CDD II Fountain 1A - Pond 7	FOUNTAIN FUNCTIONALITY	
Rivers Edge CDD II Fountain 1A - Pond 7	CHECK POWER CABLE	
Rivers Edge CDD II Fountain 1A - Pond 7		
Rivers Edge CDD II Fountain 2 - Pond 8- a		
Rivers Edge CDD II Fountain 4A - Pond CR3		
Rivers Edge CDD II Fountain 3 - Pond 8- b		



ST JOHNS COUNTY SHERIFF'S OFFICE Statistic Sheet

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

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

ACTIVITY / COMMENTS:

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

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

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

RollKall Invoice#: 1475602



ST JOHNS COUNTY SHERIFF'S OFFICE Stat Sheet

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

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

ACTIVITY / COMMENTS:

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



ST JOHNS COUNTY SHERIFF'S OFFICE Stat Sheet

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

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

ACTIVITY / COMMENTS:

	Total Contacts:67Citations: 2 Warnings:5 Top speed meausred by radar was; , **41MPH onKeystone
	Corners**
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ST JOHNS COUNTY SHERIFF'S OFFICE Statistic Sheet

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

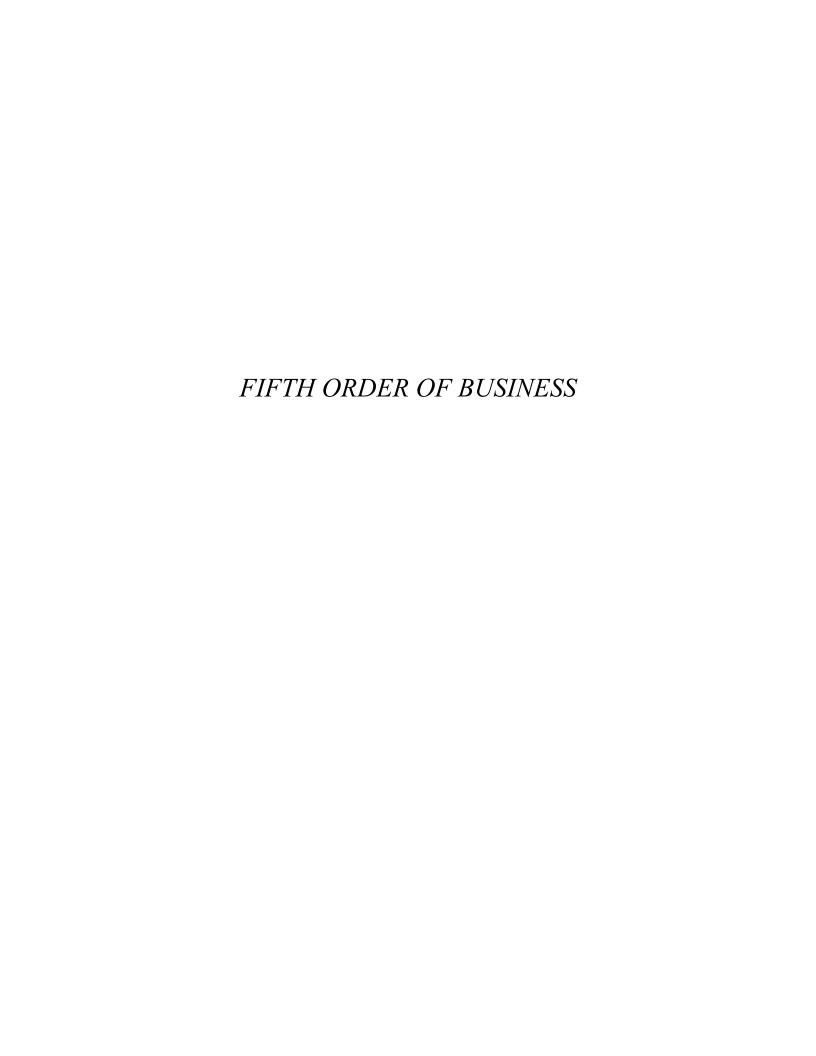
NAME / ID:	Sergeant #10379			
DATE	CAD#	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD241382			6
ACTIVITY / COMMENTS:				
Total Contacts:10 Citations: 1 Warnings: 8 Top speed measured by radar was, **48MPH on Kendall Crossing Dr.				
A group of road cyclists were stopped due to running the three was stop at Kendall Crossing Dr and RiverTown Main Street.				
Multiple rounds of patrols conducted throughout the entire neighborhood.				
RollKall Invoice#: 5761085				



ST JOHNS COUNTY SHERIFF'S OFFICE Statistic Sheet

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

NAME / ID:	Sergeant #10379						
DATE	CAD#	TIME IN	TIME OUT	TOTAL HOURS			
	SJSO25CAD244678			6			
ACTIVITY / COMMENTS:							
Total Contacts:4 Citations:1 Warnings:3 Top speed meausred by Radar was, **39 MPH on Kendall Crossing Dr							
Multiple rounds of patrols conducted throughout the entire neighborhood.							
RollKall Invoice#: 5761087							



A.

MINUTES OF MEETING RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The Rivers Edge II Community Development District audit committee meeting was held Wednesday, October 15, 2025 at 10:07 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present were:

D.J. Smith Chairman
Jarrett O'Leary Supervisor
James Reid Supervisor

Also present were:

Corbin deNagy District Manager
Lauren Gentry by phone District Counsel
Mary Grace Henley District Counsel

FIRST ORDER OF BUSINESS

Call to Order

Mr. deNagy called the meeting to order at 10:07 a.m.

SECOND ORDER OF BUSINESS

Selection of Auditor Selection Evaluation Criteria

Mr. deNagy presented five proposed criteria including ability of personnel, proposer's experience, understanding scope of work, ability to furnish the required services, and price, each weighted equally at 20 points.

On MOTION by Mr. Smith seconded by Mr. Reid with all in favor the auditor selection evaluation criteria were approved as presented.

THIRD ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith seconded by Mr. Reid with all in favor the audit committee meeting was adjourned.

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, October 15, 2025 at 10:08 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith Chairman
Jarrett O'Leary Supervisor
James Reid Supervisor

Also present were:

Corbin deNagy District Manager
Lauren Gentry by phone District Counsel
Mary Grace Henley District Counsel
Jeff Mason District Engineer
Richard Losco General Manager

Jason DavidsonRegional General ManagerKevin McKendreeField Operations Manager

Kimberly Fatuch
Ken Council
Lisa McCormick
Garrett Cannady

Lifestyle Director
Amenity Manager
Vesta Property Services
Yellowstone Landscape

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

FIRST ORDER OF BUSINESS Roll Call

Mr. deNagy called the meeting to order at 10:08 a.m. and called the roll.

SECOND ORDER OF BUSINESS Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS Staff Reports

A. Landscape Maintenance – Report

Mr. Cannady provided an overview of Yellowstone's report.

October 15, 2025 Rivers Edge II CDD

Mr. Smith stated that he's noticed some areas of sod being cut out on Keystone.

Mr. McKendree stated the sod being replaced is due to the reduction in water pressure an the drought that occurred.

Mr. Smith asked that the sod be put back together as soon as possible since it is the first impression as you come into the neighborhood.

B. District Engineer

There being nothing to report, the next item followed.

C. District Counsel

Ms. Henley reminded the board members to complete their required four hours of ethics training by the end of the year.

D. District Manager – Fiscal Year 2025 Goals & Objectives

Mr. deNagy reminded the Board of the goals and objectives that were adopted as required by Florida Statutes for fiscal year 2025. The goals and objectives will be marked complete and posted to the District's website.

E. General Manager - Monthly Operations and Pond Reports

Copies of the monthly operations and pond reports were included in the agenda for Board review. Mr. Losco provided an overview of the events that had taken place since the last meeting.

FOURTH ORDER OF BUSINESS Approval of Consent Agenda

- A. Minutes of the August 20, 2025 Meeting
- B. Financial Statements as of July 31, 2025
- C. Check Register

Copies of the minutes, the financial statements, and the check register totaling \$173,431.86 were included in the agenda package for the Board's review.

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

FIFTH ORDER OF BUSINESS

Acceptance of the Audit Committee's Recommendation and Authorization Staff

October 15, 2025 Rivers Edge II CDD

to Issue a Request for Proposals for Audit Services

On MOTION by Mr. Smith seconded by Mr. Reid with all in favor accepting the audit committee's recommended auditor selection evaluation criteria and authorizing staff to issue a request for proposals for audit services was approved.

SIXTH ORDER OF BUSINESS Acceptance of the Fiscal Year 2024 Audit Report

Mr. deNagy presented the fiscal year 2024 audit report, noting there were no negative findings to report.

On MOTION by Mr. Smith seconded by Mr. Reid with all in favor, the fiscal year 2024 audit report was accepted.

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

Mr. deNagy stated that the main purpose of the amendment to the tri-party interlocal and cost share agreement is to update any references to Mattamy to Rivers Edge III. Additionally, the exhibits will be updated to include RiverLodge and some of the terminology in the cost share methodology has been updated. Mr. deNagy noted Exhibit C will be updated and the agreement will be brought back to the Board for their consideration at the next meeting.

EIGHTH ORDER OF BUSINESS Consideration of Cost Share Requests

A. Painting of the RiverHouse Facility

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

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

October 15, 2025 Rivers Edge II CDD

B. Holiday Lighting & Decorations

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

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

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

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

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

NINTH ORDER OF BUSINESS Supervisor Requests

Mr. Reid asked if the street sign on Tarkin is being replaced.

Mr. McKendree responded that it is out for repair currently.

Mr. deNagy asked if the Board would be amenable to holding a joint meeting with the other two Rivers Edge districts to discuss security matters as a resident has expressed concern about the Flock system and there also needs to be a discussion about Giddens. There were no objections from the Board to holding a joint meeting to discuss security.

Mr. Reid stated that it's important when residents show up to address their concerns and he thinks when the residents in the Rivers Edge III meeting expressed their concerns, it would have been a good time to inform them that there was a public meeting held with the Sheriff's Office and a Flock representative and it was all explained.

Mr. Losco stated that the resident is aware that there was a town hall meeting as he contacted the resident, however the resident did not attend the meeting. There have been over 100 emails between staff and the resident regarding his concerns. The resident's contention was that people had access to the information on all of the Rivertown residents and that is not

October 15, 2025 Rivers Edge II CDD

correct. There is no portal that was started that provides access to anybody's data in the community. Only St. Johns County has the information that is provided to them, and they react accordingly.

TENTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting - November 19,

2025 at 9:00 a.m. at the RiverHouse

TWELFTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

5



Community Development District

Unaudited Financial Reporting September 30, 2025



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

		General Fund	i	Debt Service Fund	Ca	pital Reserve Fund	Сар	ital Project Fund	Gove	Totals ernmental Funds
Assets:										
Cash:										
Operating Account	\$	319,325	\$	_	\$	100,285	\$	-	\$	419,609
Assessments Receivable	,	11,409	•	8,255	•	,	•	_	•	19,663
Due from Other		5,569				_		_		5,569
Due from Vesta - Café		285,163		_		_		_		285,163
Due from Capital Project Fund Series 2020		-		-		-		1,138		1,138
Investments:										
State Board of Administration (SBA)		5,640		-		60,906		-		66,546
Custody		23,613		-		-		-		23,613
<u>Series 2020</u>										
Reserve		-		230,801		-		-		230,801
Revenue		-		350,479		-		-		350,479
Prepayment		-		396		-		-		396
Construction		-		-		-		6,209		6,209
<u>Series 2021</u>										
Reserve		-		248,150		-		-		248,150
Revenue		-		286,423		-		-		286,423
Prepayment		-		1,150		-		-		1,150
Construction		-		-		-		2,038		2,038
Prepaid Expenses		90,995		-		-		-		90,995
Deposits		16,840		-		-		-		16,840
Total Assets	\$	758,554	\$	1,125,654	\$	161,190	\$	9,385	\$	2,054,783
Liabilities:										
Accounts Payable	\$	19,387	\$	-	\$	-	\$	-	\$	19,387
Accrued Expenses		2,490		-		-		-		2,490
Due to Vesta - Café		18,436		-		-		-		18,436
Due to Mattamy		360		-		-		-		360
Due to Capital Project Fund Series 2021		-		-		-		1,138		1,138
Total Liabilities	\$	40,674	\$	-	\$	-	\$	1,138	\$	41,811
Fund Balance:										
Nonspendable:										
Prepaid Items	\$	90,995	\$	-	\$	-	\$	-	\$	90,995
Deposits		16,840		-		-		-		16,840
Restricted for:										
Debt Service - Series		-		1,125,654		-		-		1,125,654
Capital Project - Series		-		-		-		8,247		8,247
Assigned for:										
Capital Reserve Fund Unassigned		610,046		-		161,190 -		-		161,190 610,046
	.		.	1 125 /54	¢	164 400	¢	0.245	¢	
Total Fund Balances	\$	717,881	\$	1,125,654	\$	161,190	\$	8,247	\$	2,012,972
Total Liabilities & Fund Balance	\$	758,554	\$	1,125,654	\$	161,190	\$	9,385	\$	2,054,783

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget		Actual			
		Budget		ru 09/30/25	Th	ru 09/30/25		Variance	
_									
Revenues:									
Special Assessments - Tax Roll	\$	1,055,360	\$	1,055,360	\$	1,073,498	\$	18,139	
Special Assessments - Direct Bill		185,789		185,789		185,789		0	
Developer Contributions		1,286,220		1,286,220		1,470,785		184,565	
Café Gross Sales		517,856		517,856		948,019		430,163	
Miscellaneous Income		5,000		5,000		1,538		(3,462)	
Insurance Proceeds		-		-		52,859		52,859	
Interest		5,000		5,000		6,504		1,504	
Total Revenues	\$	3,055,225	\$	3,055,225	\$	3,738,994	\$	683,769	
Expenditures:									
General & Administrative:									
Supervisor Fees	\$	-	\$	-	\$	5,000	\$	(5,000)	
FICA Expense	•	-	•	-	-	383	•	(383)	
District Engineering		15,000		15,000		15,535		(535)	
District Counsel		30,000		30,000		30,387		(387)	
District Management		39,326		39,326		39,326		(0)	
Construction Accounting		3,710		3,710		-		3,710	
Assessment Roll Administration		5,618		5,618		5,618		-	
Dissemination Agent		5,618		5,618		6,768		(1,150)	
Information Technology		2,022		2,022		2,772		(749)	
Website Administration		1,348		1,348		1,848		(500)	
Annual Audit		5,000		5,000		4,120		880	
Trustee Fees		10,000		10,000		3,081		6,919	
Arbitrage Rebate		1,200		1,200		600		600	
Telephone		200		200		58		142	
Postage & Deleivery		500		500		1,410		(910)	
Printing & Binding		250		250		909		(659)	
Insurance General Liability		7,961		7,961		7,745		216	
Legal Advertising		2,500		2,500		4,172		(1,672)	
Other Current Charges		500		500		11		489	
Office Supplies		150		150		8		142	
Dues, Licenses & Subscriptions		175		175		175		-	
Total General & Administrative	\$	131,079	\$	131,079	\$	129,926	\$	1,153	
Operations & Maintenance									
Ground Maintenance:									
Cost Share Landscaping - Rivers Edge	\$	801,623	\$	801,623	\$	801,623	\$	(0)	
Field Operations Management (Vesta)		39,438		39,438		39,438		-	
Landscape Maintenance		424,716		424,716		421,074		3,643	
Lake Maintenance		23,000		23,000		30,920		(7,920)	
Landscape Contingency		80,000		80,000		132,944		(52,944)	
Irrigation Repairs and Replacement		37,000		37,000		49,225		(12,225)	
Irrigation Water Use		70,000		70,000		47,495		22,505	
Streetlighting		28,000		28,000		23,934		4,066	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pro	rated Budget		Actual		
		Budget	Thi	ru 09/30/25	Th	ru 09/30/25		Variance
Amenity Center - River Club:								
Cost Share Amenity - Rivers Edge	\$	88,478	\$	88,478	\$	88,478	\$	(0)
General Manager (Vesta)		46,793		46,793		48,348		(1,555)
Amenity Manager (Vesta)		29,632		29,632		29,632		0
Maintenance Service (Vesta)		103,123		103,123		103,123		0
Lifestyle Director (Vesta)		43,329		43,329		43,329		-
Facilities Attendant (Vesta)		113,852		113,852		113,852		(0)
Security Monitoring		5,000		5,000		420		4,580
Telephone		12,721		12,721		13,274		(554)
Insurance		78,540		78,540		73,323		5,217
Pool Chemicals (Poolsure)		10,000		10,000		13,734		(3,734)
Janitorial Services (Vesta)		32,875		32,875		32,875		0
Access Cards		3,500		3,500		-		3,500
Window Cleaning		3,500		3,500				3,500
Natural Gas		4,000		4,000		5,463		(1,463)
Electric		28,000		28,000		24,933		3,067
Water & Sewer		17,000		17,000		13,971		3,029
Repair and Replacements		75,000		75,000		107,784		(32,784)
Refuse		20,000		20,000		20,396		(396)
Pest Control License & Permits		1,920		1,920		2,154 350		(234)
Other Current		1,000 500		1,000 500		330		650 500
Special Events		30,000		30,000		32,109		(2,109)
Holiday Decorations		23,000		23,000		29,974		(6,974)
Office Supplies & Postage		750		750		29,974		455
Contingency		5,000		5,000		1,305		3,695
Contingency		3,000		3,000		1,303		3,075
Subtotal Amenity Center - River Club	\$	777,513	\$	777,513	\$	799,122	\$	(21,610)
Café Operations:								
Café-Cost of Goods Sold	\$	239,259	\$	239,259	\$	331,819	\$	(92,560)
Café-Labor	ф	241,176	Ф	241,176	Ф	440,466	Ф	(199,290)
Café-Bank Fees		22,631		22,631		36,757		(14,126)
Other Expenses related to Café Operations		2,550		2,550		860		1,690
Café Management		12,240		12,240		-		12,240
oute Hanagement		12,210		12,210				12,210
Subtotal Café Operations	\$	517,856	\$	517,856	\$	809,902	\$	(292,046)
Total Operations & Maintenance	\$	2,799,146	\$	2,799,146	\$	3,155,678	\$	(256 522)
Total Operations & Maintenance	J	2,/99,140	Þ	2,799,140	J	3,133,076	Ą	(356,532)
Total Expenditures	\$	2,930,225	\$	2,930,225	\$	3,285,604	\$	(355,379)
Excess (Deficiency) of Revenues over Expenditures	\$	125,000	\$	125,000	\$	453,390	\$	1,039,148
Other Financing Sources/(Uses):								
Capital Reserve Funding	\$	125,000	\$	125,000	\$	125,000	\$	-
Total Other Financing Sources/(Uses)	\$	125,000	\$	125,000	\$	125,000	\$	-
				<u> </u>				
Net Change in Fund Balance	\$	0	\$	0	\$	328,390	\$	1,039,148
Fund Balance - Beginning	\$	-			\$	389,491		
Fund Balance - Ending	\$	0			\$	717,881		

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ - \$	502,823 \$	348,849 \$	- \$	165,239 \$	23,777 \$	- \$	- \$	21,401 \$	- \$	- \$	11,409 \$	1,073,498
Special Assessments - Direct Bill	34,310	151,480	=	-	-	=	-	-	=	-	=	-	185,789
Developer Contributions	-	253,272	-	-	-	-	600,000	17,513	-	-	-	600,000	1,470,785
Café Gross Sales	52,537	46,717	49,179	45,452	55,386	92,497	96,258	102,753	120,785	100,557	90,394	95,505	948,019
Miscellaneous Income	155	25	395	40	55	30	25	127	68	84	191	344	1,538
Insurance Proceeds	-	-	-	52,859	-	-	-	-	-	-	-	-	52,859
Interest	191	107	414	1,344	1,077	1,454	1,410	259	28	32	83	105	6,504
Total Revenues	\$ 87,193 \$	954,424 \$	398,837 \$	99,694 \$	221,758 \$	117,758 \$	697,692 \$	120,652 \$	142,282 \$	100,673 \$	90,668 \$	707,363 \$	3,738,994
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	800 \$	400 \$	600 \$	400 \$	800 \$	400 \$	400 \$	400 \$	800 \$	5,000
FICA Expense	-	-	-	61	31	46	31	61	31	31	31	61	383
District Engineering	2,481	125	648	-	125	-	7,478	284	3,185	356	399	454	15,535
District Counsel	2,002	3,263	2,309	1,989	2,287	-	4,552	-	4,629	3,044	2,855	3,457	30,387
District Management	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	39,326
Construction Accounting	-	-	-	-	-	-	-	-	-	-	-	-	
Assessment Roll Administration	5,618	-	-	-	-	-	-	-	-	-	-	-	5,618
Dissemination Agent	668	468	468	468	468	468	1,068	818	468	468	468	468	6,768
Information Technology	169	169	168	169	169	169	169	168	169	169	919	169	2,772
Website Administration	112	112	112	112	112	112	112	112	112	112	612	112	1,848
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	4,120	4,120
Trustee Fees	-	-	-	-	-	-	-	1,541	1,541	-	-	-	3,081
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	600	-	-	600
Telephone	1	4	-	20	4	6	-	-	9	14	-	-	58
Postage & Deleivery	64	216	60	55	48	78	62	72	21	548	110	74	1,410
Printing & Binding	24	7	80	21	13	32	7	7	52	604	7	56	909
Insurance General Liability	7,745	-	-	-	-	-	-	-	-	-	-	-	7,745
Legal Advertising	1,080	-	951	-	-	-	-	32	-	1,078	1,031	-	4,172
Other Current Charges	-	-	10	-	-	-	-	-	-	-	-	1	11
Office Supplies	1	0	0	0	1	1	1	0	1	0	1	0	8
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 23,418 \$	7,641 \$	8,084 \$	6,974 \$	6,935 \$	4,789 \$	17,156 \$	7,172 \$	13,894 \$	10,702 \$	10,110 \$	13,051 \$	129,926
Operations & Maintenance													
Ground Maintenance:													
Cost Share Landscaping - Rivers Edge	\$ 66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	66,802 \$	
Field Operations Management (Vesta)	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	39,438
Landscape Maintenance	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	421,074
Lake Maintenance	1,787	1,787	2,273	1,787	1,787	4,567	1,787	1,787	3,416	1,787	5,630	2,525	30,920
Landscape Contingency	3,440	1,780	11,515	2,225	13,175	=	70,344	10,515	9,275	600	1,500	8,575	132,944
Irrigation Repairs and Replacement	4,775	-	3,648	1,612	15,114	-	4,389	10,687	2,834	-	1,294	4,872	49,225
Irrigation Water Use	4,563	7,451	6,245	3,113	1,753	1,225	1,232	2,907	5,734	5,953	5,565	1,755	47,495
Streetlighting	1,928	1,917	2,235	2,501	2,592	2,221	2,388	1,873	1,422	1,627	1,504	1,726	23,934

Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Center - River Club:														
Cost Share Amenity - Rivers Edge	\$	7,373 \$	7,373	7,373 \$	7,373 \$	7,373 \$	7,373 \$	7,373 \$	7,373 \$	7,373 \$	7,373 \$	7,373 \$	7,373 \$	88,478
General Manager (Vesta)		4,018	3,899	4,130	4,044	4,030	4,027	4,039	4,030	4,030	4,022	4,029	4,049	48,348
Amenity Manager (Vesta)		2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	29,632
Maintenance Service (Vesta)		8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	103,123
Lifestyle Director (Vesta)		3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	43,329
Facilities Attendant (Vesta)		18,081	894	9,488	9,488	9,488	9,488	9,488	9,488	9,488	9,488	9,488	9,488	113,852
Security Monitoring		-	_	105	-	-	105	-	-	105	-	-	105	420
Telephone		1,147	1,148	1,148	1,148	1,211	1,306	1,306	1,306	1,306	1,259	989	-	13,274
Insurance		73,323	, . -	-	, .	, -	-	-	-	-	-	-	-	73,323
Pool Maintenance (Vesta)		-	-	-	-	_	-	-	-	-	-	-	-	-
Pool Chemicals (Poolsure)		1,103	1,103	1,103	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	13,734
Janitorial Services (Vesta)		2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	32,875
Access Cards		, .	· -	-	-	-	-	-	-	-	-	-	-	-
Window Cleaning		-	_	_	-	_	-	-	-	-	-	-	-	_
Natural Gas		333	364	421	452	379	517	742	536	425	561	364	367	5,463
Electric		1,908	1,825	1,947	2,479	2,315	1,885	1,848	2,055	2,115	2,296	2,168	2,091	24,933
Water & Sewer		778	1,580	1,357	1,122	1,101	1,087	1,131	1,368	1,508	1,069	1,133	735	13,971
Repair and Replacements		1,373	2,806	25,816	21,684	11,969	2,974	3,109	3,828	5,399	6,297	16,908	5,620	107,784
Refuse		2,042	2,042	2,028	2,025	2,604	2,579	1,181	1,177	1,177	1,170	1,185	1,188	20,396
Pest Control		119	119	500	122	122	122	122	122	122	439	122	122	2,154
License & Permits		-	_	_	-	_	-	-	350	-	-	-	-	350
Other Current		-	_	_	-	_	-	-	-	-	-	-	-	-
Special Events		4,022	-	225	5,783	800	2,550	2,522	5,215	2,750	4,100	1,743	2,400	32,109
Holiday Decorations		2,830	_	_	11,320	_		-		· -	7,912	-	7,912	29,974
Office Supplies & Postage		295	-	-	-	_	-	-	-	-	-	-	-	295
Contingency		-	-	=	-	-	-	1,305	-	-	-	-	=	1,305
Subtotal Amenity Center - River Club	\$	136,158 \$	40,567	73,055 \$	85,611 \$	59,965 \$	52,586 \$	52,738 \$	55,419 \$	54,369 \$	64,557 \$	64,073 \$	60,022 \$	799,122
Café Operations:														
Café-Cost of Goods Sold	\$	23,605 \$	17,213	17,627 \$	17,758 \$	20,595 \$	31,467 \$	32,930 \$	37,242 \$	34,711 \$	35,634 \$	30,024 \$	33,013 \$	331,819
Café-Labor	•	30,306	27,936	26,825	30,467	28,505	35,176	40,327	42,121	49,147	46,145	41,603	41,908	440,466
Café-Bank Fees		2,233	1,777	2,922	1,851	2,175	2,920	4,287	3,910	3,856	4,252	3,189	3,386	36,757
Other Expenses related to Café Operations		2,233		2,722	275	2,173	2,720		585	5,050	4,232	5,107	3,300	860
Café Management		_	_	_	2/3	_	-	-	-	-	-	_	-	-
oute Management														
Subtotal Café Operations	\$	56,144 \$	46,926	47,375 \$	50,350 \$	51,276 \$	69,563 \$	77,544 \$	83,857 \$	87,714 \$	86,031 \$	74,816 \$	78,307 \$	809,902
Total Operations & Maintenance	\$	313,973 \$	205,605	5 251,525 \$	252,378 \$	250,839 \$	235,340 \$	315,600 \$	272,222 \$	269,942 \$	265,734 \$	259,560 \$	262,960 \$	3,155,678
Total Expenditures	\$	337,391 \$	213,247	259,609 \$	259,352 \$	257,774 \$	240,128 \$	332,756 \$	279,395 \$	283,836 \$	276,436 \$	269,669 \$	276,011 \$	3,285,604
Excess (Deficiency) of Revenues over Expenditures	\$	(250,198) \$	741,178	139,229 \$	(159,657) \$	(36,017) \$	(122,370) \$	364,936 \$	(158,743) \$	(141,555) \$	(175,763) \$	(179,001) \$	431,351 \$	453,390
Other Financing Sources/Uses:														
Capital Reserve Funding									- \$	- \$	- \$	- \$	100000 0	125,000
	\$	- \$	- \$	- \$	25,000 \$	- \$	- \$	- \$	- 3	- 3	- 3	- 3	100,000 \$	120,000
Total Other Financing Sources/Uses	\$ \$	- \$ - \$	- \$		25,000 \$ 25,000 \$	- \$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	100,000 \$	125,000

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 09/30/25	Thr	u 09/30/25	1	Variance
Revenues:							
Special Assessments - Tax Roll	\$ 462,928	\$	462,928	\$	467,156	\$	4,228
Prepayments	-		-		11,217		11,217
Interest Income	5,000		5,000		27,590		22,590
Total Revenues	\$ 467,928	\$	467,928	\$	505,963	\$	38,035
Expenditures:							
Interest - 11/1	\$ 163,321	\$	163,321	\$	163,321	\$	-
Principal Prepayment - 11/1	-		-		5,000		(5,000)
Principal Prepayment - 2/1	-		-		5,000		(5,000)
Interest - 2/1	-		-		61		(61)
Interest - 5/1	163,321		163,321		163,070		251
Principal - 5/1	130,000		130,000		130,000		-
Principal Prepayment - 5/1	-		-		15,000		(15,000)
Total Expenditures	\$ 456,643	\$	456,643	\$	481,453	\$	(24,810)
Excess (Deficiency) of Revenues over Expenditures	\$ 11,285	\$	11,285	\$	24,510	\$	13,225
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ -	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$ 11,285	\$	11,285	\$	24,510	\$	13,225
Fund Balance - Beginning	\$ 318,060			\$	562,131		
Fund Balance - Ending	\$ 329,345			\$	586,642		

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	ated Budget	_	Actual		
		Budget	Thr	u 09/30/25	Th	ru 09/30/25		Variance
Revenues:								
Special Assessments - Tax Roll	\$	305,842	\$	305,842	\$	309,573	\$	3,731
Special Assessments - Tax Roll Special Assessments - Direct Bill	Ф	245,810	Ф	245,810	Ф	245,811	Ф	3,/31
Prepayments		243,010		243,010		873,878		873,878
Interest Income		5,000		5,000		34,102		29,102
merest meome		3,000		3,000		34,102		27,102
Total Revenues	\$	556,652	\$	556,652	\$	1,463,364	\$	906,712
Expenditures:								
Interest - 11/1	\$	168,220	\$	168,220	\$	167,945	\$	275
Principal Prepayment - 11/1		-		-		5,000		(5,000)
Principal Prepayment - 2/1		-		-		875,000		(875,000)
Interest - 2/1		-		-		7,921		(7,921)
Interest - 5/1		168,220		168,220		152,003		16,218
Principal - 5/1		215,000		215,000		195,000		20,000
Principal Prepayment - 5/1		-		-		30,000		(30,000)
Total Expenditures	\$	551,440	\$	551,440	\$	1,432,869	\$	(881,429)
Excess (Deficiency) of Revenues over Expenditures	\$	5,212	\$	5,212	\$	30,495	\$	25,283
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	5,212	\$	5,212	\$	30,495	\$	25,283
Fund Balance - Beginning	\$	241,052			\$	508,518		
Fund Balance - Ending	\$	246,264			\$	539,013		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted I		Pror	Prorated Budget		Actual	
		Budget	Thru	u 09/30/25	Thr	u 09/30/25	Variance
Revenues							
Capital Reserve Funding	\$	125,000	\$	125,000	\$	125,000	\$ -
Developer Contributions		-		-		114,016	114,016
Interest		1,000		1,000		1,647	647
Total Revenues	\$	126,000	\$	126,000	\$	240,663	\$ 114,663
Expenditures:							
Repair and Replacements	\$	50,000	\$	50,000	\$	27,308	\$ 22,692
Capital Outlay		-		-		215,098	(215,098)
Total Expenditures	\$	50,000	\$	50,000	\$	242,406	\$ (192,406)
Excess (Deficiency) of Revenues over Expenditures	\$	76,000	\$	76,000	\$	(1,743)	\$ 307,069
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$		\$		\$	-	\$ -
Net Change in Fund Balance	\$	76,000			\$	(1,743)	
Fund Balance - Beginning	\$	193,794			\$	162,933	
Fund Balance - Ending	\$	269,794			\$	161,190	

Rivers Edge II Community Development District Statement of Revenues and Expenditures

Capital Projects Funds

Description	S	SE 2020	SE 2021
Revenues			
Interest	\$	265	\$ 87
Transfer In		-	-
Total Revenues	\$	265	\$ 87
<u>Expenditures</u>			
Capital Outlay	\$	-	\$ -
Transfer Out		-	-
Total Expenditures	\$	-	\$ -
Excess Revenues (Expenditures)	\$	265	\$ 87
Beginning Fund Balance	\$	4,806	\$ 3,089
Ending Fund Balance	\$	5,071	\$ 3,176

Community Development District

Long Term Debt Report

Series 2020, Capital	Improvement Revenue Bonds
Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement	\$ 230,801
Reserve Fund Balance	230,801
Bonds outstanding - 5/22/2020	\$ 7,165,00
Less: May 1, 2021 (Mandatory)	(115,0)
Less: May 1, 2022 (Mandatory)	(120,0)
Less: May 1, 2023 (Mandatory)	(125,0)
Less: November 1, 2023 (Prepayment)	(30,00
Less: February 1, 2024 (Prepayment)	(35,0)
Less: May 1, 2024 (Mandatory)	(130,0)
Less: May 1, 2024 (Prepayment)	(10,0)
Less: November 1, 2024 (Prepayment)	(5,0)
Less: February 1, 2025 (Prepayment)	(5,0)
Less: May 1, 2025 (Mandatory)	(130,00
Less: May 1, 2025 (Prepayment)	(15,00
Current Bonds Outstanding	\$ 6,445,00

Series 2021, Capital	Improvement Revenue Bonds		
Interest Rate:	2.4	7% - 3.75%	
Maturity Date:	5	/1/2051	
Reserve Fund Definition	50% of Maximun	n Annual Debt at	Issuance
Reserve Fund Requirement	\$	248,150	
Reserve Fund Balance		248,150	
Bonds outstanding - 4/23/2021		\$	9,900,000
Less: May 1, 2022 (Mandatory)			(200,000)
Less: May 1, 2023 (Mandatory)			(205,000)
Less: February 1, 2024 (Prepayment)			(10,000)
Less: May 1, 2024 (Mandatory)			(210,000)
Less: August 1, 2024 (Prepayment)			(15,000)
Less: November 1, 2024 (Prepayment)			(5,000)
Less: February 1, 2025 (Prepayment)			(875,000)
Less: May 1, 2025 (Mandatory)			(195,000)
Less: May 1, 2025 (Prepayment)			(30,000)
Current Bonds Outstanding		\$	8,155,000

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

			ASSESS	SED	
ASSESSED TO	# UNITS	SERIES 2020 DEBT INVOICED NET	SERIES 2021 DEBT INVOICED NET	FY25 O&M	TOTAL NVOICED NET
MATTAMY	552	-	159,510.14	68,619.00	228,129.14
TOLL	100	-	86,300.36	117,170.26	203,470.62
TOTAL DIRECT BILLS	652	-	245,810.50	185,789.26	431,599.76
NET REVENUE TAX ROLL	831	459,262.58	304,342.40	1,055,360.37	1,818,965.35
TOTAL REVENUE	1,483	459,262.58	550,152.90	1,241,149.63	2,250,565.11

		RECEIVED		
SERIES 2020 DEBT PAID	SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
-	159,510.14	68,618.99	228,129.13	0.01
-	86,300.36	117,170.26	203,470.62	-
-	245,810.50	185,789.25	431,599.75	0.01
467,155.69	309,572.98	1,073,498.35	1,850,227.02	(31,261.67)
467,155.69	555,383.48	1,259,287.60	2,281,826.77	(31,261.66)

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	101.72%	101.72%	101.72%	101.72%
TOTAL PERCENT COLLECTED	101.72%	100.95%	101.46%	101.39%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments - 50% due December 1, 2024, 25% due February 1, 2025 and 25% due May 1, 2025

Operations and maintenance assessments - 50% on October 31, 2024, 25% on November 30, 2024 and 25% on December 31, 2024

SUMMARY OF TAX ROLL RECEIPTS						
ST JOHNS COUNT DIST. DATE		SERIES 2020 DEBT	SERIES 2021 DEBT	O&M	TOTAL AMOUNT	
1	11/5/2024	1,914.81	1,268.90	4,400.13	7,583.84	
2	11/15/2024	16,376.61	10,852.39	37,632.55	64,861.54	
3	11/20/2024	22,341.24	14,805.01	51,338.96	88,485.22	
4	12/6/2024	35,939.05	23,815.96	82,585.99	142,341.00	
5	12/19/2024	142,242.65	94,260.82	326,865.86	563,369.33	
6	1/9/2025	150,817.74	99,943.34	346,570.95	597,332.03	
INTEREST	1/13/2025	991.51	657.05	2,278.44	3,927.00	
7	2/20/2025	71,907.15	47,651.16	165,238.72	284,797.03	
8	4/8/2025	9,857.40	6,532.27	22,651.77	39,041.44	
INTEREST	4/14/2025	489.82	324.59	1,125.57	1,939.98	
TAX CERTIFICATES	6/13/2025	901.72	597.55	2,072.11	3,571.38	
9	7/10/2025	8,411.28	5,573.95	19,328.66	33,313.89	
INTEREST	10/9/2025	35.93	23.81	82.56	142.30	
EXCESS FEES	10/28/2025	4,928.78	3,266.18	11,326.07	19,521.04	
		-	-	-		
TOTAL TAX ROLL RECEIPTS		467,155.69	309,572.98	1,073,498.35	1,850,227.02	

C.

Community Development District

Check Run Summary

September 30, 2025

Fund	Date	Check No.	Amount
General Fund			
Payroll	9/19/25	50023-50024	\$ 369.40
	9/19/25	50024-50026	369.40
		Sub-Total	\$ 738.80
General Fund			
Accounts Payable	9/10/25	2137-2168	\$ 175,974.59
	9/19/25	2169-2173	4,716.00
	9/26/25	2174-2182	89,843.32
		Sub-Total	\$ 270,533.91
Capital Reserve Fund Accounts Payable			\$ -
		Sub-Total	\$ -
Total			\$ 271,272.71

PR300R	PAY	ROLL CHECK REGISTER	RUN	9/19/25 PAGE	1
CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE	
50023	1	DONNA L WEMETT	184.70	9/19/2025	
50024	2	JAMES M REID JR	184.70	9/19/2025	
	TOTA	AL FOR REGISTER	369.40		

RED2 RIVERS EDGE II DLAUGHLIN

Attendance Sheet

District Name: Rivers Edge II CDD

Board Meeting Date: September 17, 2025 Meeting

	Name	In Attendance	Fee
1	DJ Smith Chairman		N/A
2	Jason Thomas Vice Chairman		N/A
3	Jarrett O'Leary Assistant Secretary		N/A
4	Donna WeMett Assistant Secretary		YES - \$200
5	James Reid Assistant Secretary		YES - \$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:	
Als in	1/17/12025
District Manager Signature	Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

PR300R	PAYROLL CHECK REGISTER	RUN 9/19/25 PAGE 1
CHECK #	EMP # EMPLOYEE NAME	CHECK CHECK AMOUNT DATE
50025	1 DONNA L WEMETT	184.70 9/19/2025
50026	2 JAMES M REID JR	184.70 9/19/2025
	TOTAL FOR REGISTER	369.40

RED2 RIVERS EDGE II DLAUGHLIN

Attendance Sheet

District Name: Rivers Edge II CDD

Board Meeting Date: September 17, 2025 Joint Special Meeting

	Name	In Attendance	Fee
1	DJ Smith <i>Chairman</i>		N/A
2	Jason Thomas Vice Chairman		N/A
3	Jarrett O'Leary Assistant Secretary		N/A
4	Donna WeMett Assistant Secretary		YES - \$200
5	James Reid Assistant Secretary		YES - \$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

9/17/2025

Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

AP300R *** CHECK NOS. 002137-002182

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/25 PAGE 1 RIVERS EDGE II - GENERAL FUND BANK A RIVERS EDGE II CDD

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/10/25 00065	8/21/25 7773 202508 320-57200-60000	*	1,145.24	
	LOOP DETECTORS APK AUSTIN LLC			1,145.24 002137
9/10/25 00112	8/29/25 29055919 202508 320-57200-60000 TRIP AND 1ST HR LABOR SVC	*	433.50	
	ATLANTIC HOME TECHNOLOGIES	INC		433.50 002138
9/10/25 00102	9/02/25 42419083 202509 320-57200-60000 ACTIVE SCRAPER/MAT ONYX	*	214.04	
	ACTIVE SCRAPER/MAI ONIX CINTAS			214.04 002139
9/10/25 00102	9/02/25 52896479 202509 320-57200-60000 FIRST AID SUPPLIES	*	108.54	
	CINTAS 6/23/25 47360A 202506 320-57200-60000			108.54 002140
9/10/25 00191	0/25/25 1/50011 202500 520 5/200 00000	*	550.00	
	TILE REPAIR EPIC POOLS & HARDSCAPE			550.00 002141
9/10/25 00223	9/02/25 2511 202509 320-57200-49500 HOLIDAY DECORATIONS LIGHT	*	7,912.00	
	FIRST COAST TRIMLIGHT LLC			7,912.00 002142
9/10/25 00226		*	800.00	
	FIRST COAST FOAM PARTY LLC			800.00 002143
9/10/25 00146		*	460.23	
	8/31/25 7301258 202508 310-51300-48000 8/6 OM ASSESS #11522750	*	460.23	
	8/31/25 7301258 202508 310-51300-48000 8/29 REII/III #11605244	*	110.80	
				1,031.26 002144
9/10/25 00002			3,277.17	·
	9/01/25 96 202509 310-51300-35200 SEP WEBSITE ADMIN	*	112.33	
	9/01/25 96 202509 310-51300-35100 SEP INFO TECH	*	168.50	
	9/01/25 96 202509 310-51300-32400 SEP DISSEM AGENT SRVCS	*	468.17	
	9/01/25 96 202509 310-51300-51000 OFFICE SUPPLIES	*	.48	

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/25 PAGE 2 RIVERS EDGE II - GENERAL FUND BANK A RIVERS EDGE II CDD

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
DATE	9/01/25 96 202509 310-51300-		*	74.36	ANOUN1 #
	POSTAGE				
	9/01/25 96 202509 310-51300- COPIES		*	56.40	
		GOVERNMENTAL MANAGEMENT SERVICES			
9/10/25 00227	8/20/25 08202025 202508 320-57200- 9/12 3HR LIVE MUSIC	-49400	*	350.00	
		GREG GOSNEY			350.00 002146
9/10/25 00228	9/05/25 09052025 202509 320-57200-	-49400	*	400.00	
	10/3 LIVE MOSIC	JEREMY PRICE			400.00 002147
9/10/25 00046	0/20/23 3033 202300 320 3/200	00000	*	3,180.00	
	KITCHEN ELECTRIC CIRCUIT	S KAD ELECTRIC COMPANY			3,180.00 002148
	8/26/25 5034 202508 320-57200·		*	1,990.00	
	LOCATED GROUNDING ISSUE	KAD ELECTRIC COMPANY			1,990.00 002149
9/10/25 00120	8/15/25 12920 202507 310-51300-				
, , _, , _,	JUL GENERAL COUNSEL			·	3 044 10 002150
0/10/25 00092	7/26/25 1428A 202507 320-57200			200.00	
9/10/25 00062	9/19 2+ BLUETOOTH SPEAKE	R			200 00 002151
		MAGNETIX DJ SERVICES			
9/10/25 00006	9/01/25 13129563 202509 320-57200 SEP POOL CHEMICALS			1,158.31	
		POOLSURE			
9/10/25 00210	8/21/25 55012 202507 310-51300- JUL PROFESSIONAL SERVICE:	-31100 S	*	356.44	
		PRIME AE GROUP INC			356.44 002153
9/10/25 00220	8/20/25 69 202508 320-57200 8/18 TREE REMOVAL	-46101	*	1,500.00	
	8/18 TREE REMOVAL	QUILLS TREE SERVICES LLC			1,500.00 002154
9/10/25 00229	8/04/25 0067 202508 320-57200		*	543.00	
	CHAIRS TABLES LINENS 8/04/25 0067 202508 320-57200	-49400	*	50.00	
	SET UP/TAKE DOWN	Q&L SOCIAL SOLUTIONS LLC			593.00 002155

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/25 PAGE 3 RIVERS EDGE II - GENERAL FUND BANK A RIVERS EDGE II CDD

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK
9/10/25 00012	9/01/25 CS-2025- 202509 320-57200-4 CS LANDSCAPE SEP 2025	19100	*	66,801.92	
	9/01/25 CS-2025- 202509 320-57200-4 CS AMENITY SEP 2025	19200	*	7,373.17	
		RIVERS EDGE CDD			74,175.09 002156
	8/18/25 PSI19618 202508 320-57200-4	16800		2,815.00	
	AUG POND MAINTENANCE	SOLITUDE LAKE MANAGEMENT			2,815.00 002157
10/08/25 00129	8/18/25 PSI19618 202508 320-57200-4	 16800	V V		
	AUG POND MAINTENANCE	SOLITUDE LAKE MANAGEMENT			2,815.00-002157
9/10/25 00129	9/01/25 PSI19704 202509 320-57200-4	16800	*	1,787.00	
	SEP LAKE MAINTENANCE 9/01/25 PSI19704 202509 320-57200-4		*	637.00	
	SEP ADDITIONAL PONDS	SOLITUDE LAKE MANAGEMENT			2,424.00 002158
9/10/25 00011	8/28/25 62100222 202508 320-57200-4		*	122.23	
	AUG PEST CONTROL	TURNER PEST CONTROL			122.23 002159
9/10/25 00010	8/31/25 428419 202508 320-57200-3	34000	*	129.71	
	AUG BILLABLE MILEAGE 1/3	VESTA PROPERTY SERVICES INC			129.71 002160
9/10/25 00010	9/01/25 428164 202509 320-57200-3	34000	*	3,899.42	
	9/01/25 428164 202509 320-57200-3	34300	*	3,286.50	
	SEP FIELD OPS 9/01/25 428164 202509 320-57200-3		*	3,610.75	
	SEP LIFESTYLE SRVCS 9/01/25 428164 202509 320-57200-3		*	2,469.33	
	SEP AMEN MANAGEMENT SRVCS 9/01/25 428164 202509 320-57200-3	34200	*	8,593.58	
	SEP FAC MANAGMENT SRVCS 9/01/25 428164 202509 320-57200-5		*	2,739.58	
	SEP JANITORIAL SRVCS 9/01/25 428164 202509 320-57200-3		*	9,487.67	
	SEP FACILITY ATTENDANT	VESTA PROPERTY SERVICES INC			34,086.83 002161
9/10/25 00185	8/26/25 704 202508 320-57200-4		*	400.00	
	9/26 3HR LIVE MUSIC	VIOLETTE HIPPELI DBA VIOLETTE LAN	I		400.00 002162

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/25 PAGE 4 RIVERS EDGE II - GENERAL FUND BANK A RIVERS EDGE II CDD

CHECK DATE	VEND#	INVOICE DATE INVOICE	EXPENSED TO YRMO DPT ACCT#	VENDO SUB SUBCLASS	OR NAME	STATUS	AMOUNT	CHECK AMOUNT #
9/10/25	00195		7 202508 320-57200- RIAL SUPPLIES			*	64.26	
		UANTION	CIAL SOFFLIES					64.26 002163
9/10/25	00195	TANTTO		60000		*	103.14	
		OTHVITOI	CIME BOILDING	W B MASON CO INC				103.14 002164
9/10/25	00195	9/03/25 25659649	9 202509 320-57200- RIAL SUPPLIES	60000		*	32.89	
				W B MASON CO INC				32.89 002165
9/10/25	00207	TDTT7TT	202509 320-57200-	60000		*	223.13	
			CICOUNTING	WEATHER ENGINEERS	INC			223.13 002166
9/10/25	00131	9/01/25 991120 SEP PON	202509 320-57200-	46100		*	2,914.00	
				YELLOWSTONE LANDS	CAPE			2,914.00 002167
9/10/25	00131	9/01/25 991122		46100		*		
				YELLOWSTONE LANDS	CAPE			32,175.47 002168
9/19/25	00069	9/10/25 45979	202509 320-57200-	60000		*	1,155.00	
		RPLC 2	GATE MAGLOCKS	DYNAMIC SECURITY	PROFESSIONALS, IN	C		1,155.00 002169
9/19/25	00136	9/12/25 299-1010	202509 320-57200-	60000		*	211.85	
		LOST/FC	OUND&FIRE					211.85 002170
9/19/25	00210	9/15/25 55074	202508 310-51300-	31100		*	399.15	
		AUG PRO	FESSIONAL SERVICES		IC 			399.15 002171
9/19/25	00225			49400		*	1,500.00	
		9/19 OF	R 9/20 RAVE EVENT	RT RAVES				1,500.00 002172
9/19/25	00157	9/16/25 1148					1,450.00	
		INSTALI	CIRCUIT BREAKER				·	1,450.00 002173
 9/26/25	00024						80,995.00	
2,20,23		FY26 IN	ISURANCE RENEWAL	EGIS INSURANCE AD	NITSORS I.I.C		•	
					VISORS, LLC			

AP300R *** CHECK NOS. 002137-002182

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/25 PAGE 5 RIVERS EDGE II - GENERAL FUND BANK A RIVERS EDGE II CDD

TOTAL FOR REGISTER

270,533.91

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAM SUB SUBCLASS	ie status	AMOUNT	CHECK AMOUNT #
9/26/25 00120	9/19/25 13151 202508 310-51300-	31500	*	2,854.55	
	AUG GENERAL COUNSEL	KILINSKI VAN WYK PLLC			2,854.55 002175
9/26/25 00157	9/16/25 1146 202509 320-57200- FILTER PUMP WATERSONG MON	60000		150.00	
	FILTER PUMP WATERSONG MON	TMT ELECTRIC LLC			150.00 002176
9/26/25 00011	9/16/25 62112665 202509 320-57200- SEP PEST CONTROL	43500	*	122.23	
	SEP PEST CONTROL	TURNER PEST CONTROL			122.23 002177
9/26/25 00195	9/08/25 25668893 202509 320-57200- JANITORIAL SUPPLIES	60000	*	191.90	
	JANIIORIAL SUPPLIES	W B MASON CO INC			191.90 002178
9/26/25 00195	9/17/25 25692165 202509 320-57200-		*	467.40	
	JANITORIAL SUPPLIES	W B MASON CO INC			467.40 002179
9/26/25 00195	9/18/25 25695113 202509 320-57200- JANITORIAL SUPPLIES	60000	*	190.47	
	JANIIORIAL SUPPLIES	W B MASON CO INC			190.47 002180
9/26/25 00131	9/22/25 997271 202509 320-57200- SEP IRRIG 233 SHINNE COCK	46102	*	2,821.13	
	SEP IRRIG 233 SHINNE COCK	YELLOWSTONE LANDSCAPE			2,821.13 002181
9/26/25 00131	9/22/25 997272 202509 320-57200-	46102	*	2,050.64	
	RAIN/FREEZE SENSOR	YELLOWSTONE LANDSCAPE			2,050.64 002182
			CAL FOR BANK A	270,533.91	

INVOICE

APK AUSTIN, LLC 5363 Air Park Loop W Green Cove Springs, FL 320438911 apkaustin@hotmail.com +1 (904) 334-2769 www.apkaustin.com

RiverClub at RiverTown Bill to

Rivers Edge CDD 2 475 West Town Pl. Suite 114 St. Augustine, FL 32092

Ship to

Rivers Edge CDD 2 475 West Town Pl. Suite 114 St. Augustine, FL 32092

Invoice details

Invoice no.: 7773 Terms: Net 30

Invoice date: 08/21/2025 Due date: 09/20/2025

Customer: Riverclub at Rivertown

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Loop Detector	Loop Detectors	2	\$250.12	\$500.24
2.		Miscellaneous	Miscellaneous Items	1	\$25.00	\$25.00
3.		Labor	Labor (2 Hour Minimum) Includes Travel for Parts and Services	5	\$124.00	\$620.00
4.			Includes two trips. Found that the entrance gate loop detectors were holding gates open. On return trip replaced detectors and reprogrammed gate timer.			

Ways to pay

Total

\$1,145.24

BANK

Note to customer

Due to us trying to keep our cost to the customer as low as possible, we can only except credit card payments if you are willing to pay the credit card processing fee of 3.5% of the total due. If you would like to pay by credit card, please call 904.334.2769 and we will process your payment. We apologize for the inconvenience and appreciate you understanding.

Approved RECDD 2 Submitted to AP 8.21.2025 By Kevin McKendree Kevin McKendree



View and pay

Atlantic Home Technologies, Inc.

5269 Hood Road Jacksonville, FL 32257 904-619-7355 accounting@atlantichometech.com



SMART HOME SOLUTIONS

Simplify Your Life.

Invoice

BILL TO:	SHIP TO:
Rivertown Clubhouse	Rivertown Clubhouse
Mattamy	Mattamy
Rivertown River Club	Rivertown RiverClub
Rivers Edge CDD II475 West Town	160 Riverglad Run
Place Sui	St Johns, FL 32259
St. Augustine, FL 32092	(904) 679-5523
(904) 679-5523	jdavidson@vestapropertyservices.com
jdavidson@vestapropertyservices.cor	n

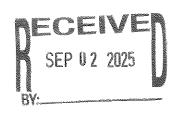
Invoice #: 290559191-S
RECUR360 Transaction #: 23170937927838
Customer Account #: 11246
Invoice Date: 8/29/2025
Due Date: 8/29/2025

Account Balance: \$433.50

ITEM	QTY	RATE	AMOUNT
Trip and 1st Hr	1.0	219.00	\$219.00
Trip charge and first hour of labor services			
SVC - Labor	1.43	150.00	\$214.50
SVC - Labor			

TAX (6.5%): \$0.00
TOTAL: \$433.50
TOTAL AMOUNT PAID: \$0.00
BALANCE DUE: \$433.50

Approved RECDD 2 Submitted to A/P 09-02-25 By Richard Losco





REMIT PAYMENT TO:

CINTAS P.O. BOX 631025 CINCINNATI, OH 45263-1025 **VIEW & PAY YOUR BILLS ONLINE:**

WWW.CINTAS.COM/MYACCOUNT

CUSTOMER SVC/BILLING 833-290-0514 CINTAS FAX # **PAYMENT INQUIRY**

904-741-6116 866-636-0160

INVOICE

SHIP TO:

RIVERS EDGE II CDD

160 RIVERGLADE RUN

SAINT JOHNS, FL 32259-6953

INVOICE #

INVOICE DATE

SERVICE TICKET #

4241908394

09/02/2025 4241908394

SOLD TO #

PAYER#

PAYMENT TERMS

10596960 NET 10 EOM

20958738

SORT#

02800002682

CINTAS ROUTE

22 / DAY 1 / STOP 022

BILL TO:

C/O RIVERTOWN COMMUNITY ASSOCIAION

RIVERS EDGE COMMUNITY DEV. DISTRICT 2

475 W TOWN PL

ST AUGUSTINE, FL 32092-3649

EMP#/LOCK#	MATERIAL	DESCRIPTION		FREQ	EXCH	QTY	UNIT PRICE	LINE TOTAL	TAX
	X10184	3X5 ACTIVE SCRAPER		04	F	2	14.675	29.35	N
	X10186	4X6 ACTIVE SCRAPER		04	F	3	16.307	48.92	N
	X10189	3X5 XTRAC MAT ONYX		04	F	4	24.461	97.84	Ν
	X10192	4X6 XTRAC MAT ONYX		04	F	1	27.721	27.72	Ν
			SUBTOTAL					203.83	
		SERVICE CHARGE						10.21	N
		SUBTOTAL						214.04	
		TAX						0.00	
		TOTAL USD		-				214.04	

Signature:

Cust. Name: RIVERS EDGE II COD

Johnathan Perry SoldTell 0020958738 10:29 AM 09/02/25

\$68 4241968394

Invoice Total

Payment on Account

\$214.04

\$0.00

Approved RECDD 2 Submitted to A/P 09-08-25 By Richard Losco





CINTAS
P.O. Box 631025
CINCINNATI, OH 45263-1025

Service / Billing # Fax #

(904)562-7000 (904)562-7020

Payment Inquiry #

(866)636-0160

Invoice

Ship To RIVERS EDGE 2

RIVERS EDGE COMMUNITY DEVELOP

DISTRICT

160 RIVERGLADE RUN ST. JOHNS, FL 32259 Invoice # 5289647909 Invoice Date 09/02/2025 Credit Terms NET 30 DAYS Customer # 12663109

Cintas Route LOC #0292 ROUTE 0009

Order # 7057885339 Payer # 10596960

BIII TO RIVERTOWN COMMUNITY ASSOCIAION

RIVERS EDGE COMMUNITY DEV.

DISTRICT 2 STE 114

475 W TOWN PL

ST AUGUSTINE, FL 32092-3649

Material #		Description		Qua	ntity	Unit Price	Ext Price	Tax
Unit	000000000009585183	Unit Description:	FRONT OF	FICE F	Α			
110		SERVICE ACKNOWLEDGEMENT		1	EA	\$0.00	\$0.00	
120		CABINET ORGANIZED		. 1	EΑ	\$0.00	\$0,00	
130		EXPIRATION DATES CHECKED		1	EA	\$0.00	\$0.00	
132		BBP KIT CHECKED		1	EA	\$0.00	\$0.00	
43039		FINGERTIP BANDAGE SM		1	BAG	\$13.80	\$13.80	
43658		WATERPROOF CLEAR STRIPS		1	BOX	\$18.00	\$18.00	
44249		ELASTIC STRIP SMALL		1	BAG	\$13.21	\$13.21	
44429		LARGE PATCH 2INX3IN MED		1	вох	\$19.20	\$19.20	
50030		ANTISEPTIC WIPES SMALL		1	BAG	\$8.93	\$8.93	
55555		HARD SURFACE DISINFEC SVC		1	EA	\$10.45	\$10.45	
						Unit Subtotal:	\$83.59	
Unit	000000000999900999	Unit Description:	Other					
400		SERVICE CHARGE	·	1	EA	\$24.95	\$24.95	
		•				Unit Subtotal:	\$24.95	
					Ir	voice Sub-total	\$108.54	
			•			Tax	\$0.00	
						Invoice Total	\$108.54	

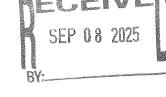
Remit To CINTAS

P.O. Box 631025

CINCINNATI, OH 45263-1025

Note

Approved RECDD 2 Submitted to A/P 09-08-25 By Richard Losco





12276 San Jose Blvd. Ste. 417 Jacksonville, FL 32223 CPC# 1457438

Invoice



Date	Invoice #
6/23/2025	47360

904-417-5100 Phone

Bill To	Job Address
Rivers Edge CDD Two 475 West Town Place Suite 114 St. Augustine, FL 32092	Riverclub 160 Riverglade Run Saint Johns, FL 32259

P.O. Number	Terms	Rep	Project
		DB	

Quantity	Description	Price Each	Amount
1	Tile repair, grout and labor only. Tile supplied by the customer Was processed and mailed out on 7/10/25 with check #2074. Now being reissued again. TP 9/05/25	550.00	550.00
Thank you	for your business, we appreciate it very much.	Total	\$550.00
		Payments/Cred	its \$0.00
		Balance Du	e \$550.00

debbie@epicpool.com www.epicpool.com

First Coast Trimlight, LLC

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

St Augustine, Florida 32092



INVOICE

BILL TO
Kim Fatuch
Rivers Edge Community Development District 2
475 West Town Place
Suite 114

SHIPTO Rivers Edge CDD 2 160 Riverglade Run St Johns, FI 32259

 INVOICE
 2511

 DATE
 09/02/2025

 TERMS
 Due on receipt

 DUE DATE
 09/02/2025

DATE	11336211		DESCRIPTION	QTY	RATE	TNUOMA
		Commercial 12" spacing	Commercial Trimlight 12" spacing (priced per foot)	141.50	36.00	5,094.00
		House Trim - easy installation 9" Spacing	Standard channel, Trimlight 9" spacing (priced per foot). 3L	53	36.00	1,908.00
		Control System - EDGE	12volt power supply (50-500watt) - UL Certified - Lifetime Warranty - Wifi 2.4G Trimlight EDGE controller, power cable, and enclosure box	0.50	400.00	200.00
		Surge Protector	120v plug-in style surge protector. 640Joules	0.50	20.00	10.00
		Cable Cover	Color matched cable cover used on roof, walls, and jumping from one channel to another.	5	20.00	100.00
		Lift System	Electronic Lift for taller homes or hard to reach places	1	600.00	600.00

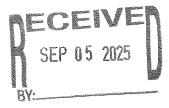
 SUBTOTAL
 7,912.00

 TAX
 0.00

 TOTAL
 7,912.00

BALANCE DUE

\$7,912.00



Approved RECDD 2 Submitted to A/P 09-05-25 By Richard Losco

INVOICE



First Coast Foam Party LLC

101 Marketside ave Suite 404-154, ponte vedra, FL 32081

Phone: +1 904-834-1311;

firstcoastfoamparty@gmail.com; Website: www.Firstcoastfoamparty.com

Invoice No#: 2025-09-19-01 Invoice Date: Sep 2, 2025 Due Date: Sep 19, 2025



\$800.00 USD

AMOUNT DUE

PRICE AMOUNT(\$)

BILL TO

Rivers Edge CDD II Kim Fatuch 475 West Town PI, ST AUGUSTINE, FL 32092, UNITED STATES kfatuch@vestapropertyservices.com Phone: +1 720-285-6311



Approved CDD II Submitted to AP on 9.2.25 by Kimberly Fatuch

Kimberly Fatuch

ITEMS & DESCRIPTION

1 2 hour GLOW foam for adults 8-10 pm 1 cannon party location 160 Riverglade RunSt Johns, FL 32259

Subtotal \$800.00
Shipping \$0.00

Minimum amount due

\$0.00

NOTES TO CUSTOMER

Thank you for allowing us to party with you! Please consider leaving us a kind remark on our social media or Google and referrals are always welcome!

TERMS AND CONDITIONS

Rules and Regulations: By hiring First Coast Foam Party LLC you understand that the following rules apply: Do not eat the foam, no running, no diving, no rough play, the foam can become slippery, if we see inappropriate behavior we will address the behavior and have the right to end the event for safety reasons. We can not be held responsible for your children's actions. The foam is hypo-allergenic, dye-free, biodegradable and safe for kids, pets, grass and pools. The main ingredient in the foam is Sodium Lauryl Sulfate. The color/glow can leave a residue on clothes that should wash out in a few washes but can stain clothing. By hiring First Coast Foam Party LLC you agree to hold First Coast Foam Party LLC, it's employees, agents or representatives harmless and indemnify them against any and all claims for property damage and/or personal injury claims.



ACCOUN	ACCOUNT#	INV DATE		
Rivers Ed	ige li Cdd	759957	08/31/25	
INVOICE#	INVOICE PERIOD	CURRENT INVOI	CE TOTAL	
0007301258	Aug 1- Aug 31, 2025	\$1,031.26		
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AN	VIT DUE*	
\$0.00	\$0.00	\$1,031.2	26	

BILLING ACCOUNT NAME AND ADDRESS

Rivers Edge Ii Cdd 475 W Town PL # 114 Saint Augustine, FL 32092-3649

PAYMENT DUE DATE: SEPTEMBER 30, 2025

Legal Entity: Gannett Media Corp.

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

All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

Save A Tree! Gannett is going paperless. Enjoy the convenience of accessing your billing information anytime and pay online. To avoid missing an invoice, sign up today by going to https://gcil.my.site.com/financialservicesportal/s/.

Date	Description	Amount
8/1/25	Balance Forward	\$1,078.20
8/25/25	PAYMENT - THANK YOU	-\$1,078.20

Legal Advertising:

Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
8/6/25	SAG St Augustine Record	11522649	Budget Hearing		1	3.0000 x 15 in	\$460.23
8/6/25	SAG St Augustine Record	11522750	OM Assessment Hearing		1	3.0000 x 15 in	\$460.23

Package Advertising:

			and the second of the second of the second	activity to the second of the
Start-End Date Order Number	Product	Description	PO Number	Package Cost
8/29/25 11605244	SAG St Augustine Record	Rivers Edge II and III Annual Meeting		\$110.80

Schedule



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

 Total Cash Amount Due
 \$1,031.26

 Service Fee 3.99%
 \$41.15

 *Cash/Check/ACH Discount
 -\$41.15

 *Payment Amount by Cash/Check/ACH
 \$1,031.26

 Payment Amount by Credit Card
 \$1,072.41

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

encelentering defeat	IT NAME ige li Cdd	ACCOUNT 759	NUMBER 957		NUMBER 01258	#1	031,26
CURRENT DUE \$1,031.26	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00		/ CASH AMT DUE* \$1,031.26
antiating on the safe following the most to	DRESS (Include Account#	distributed distributed field and experience	TO PA	1-877-736-7612	CALL	TOTAL CR	EDIT CARD AMT DU \$1,072.41

Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244

To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/

LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Rivers Edge Ii Cdd Rivers Edge Ii Cdd 475 W Town PL # 114 Saint Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

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

07/30/2025 08/06/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$999,33

Tax Amount:

\$0.00

Payment Cost:

\$999.33

Order No:

11522649

of Copies:

Customer No:

759957

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PO #:

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MARIAH VERHAGEN Notary Public State of Wisconsin

RIVERS EDGE HECOMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC MEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 2026 BUDGET: NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION 2022 2020 REPORT SOLD WAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEWY, COLLECTION, AND ENFORCEMENT OF THE SAME, AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings, and Regular Meeting

"The Board of Supervisors ,"Board" for the Rivers Edge 111 Community Development District ("Histrict" will hold the following two public hearings and a regular meeting on:

DATE: August 20, 2025

LOUVITION: RiverHouse Amenity Center 156 Landing Street St. Johns, Florida 32259

St. Johns, Florida 32259

The Jiest public hearing is being held pursuant to Chapter 190, Florida Statutos, to receive public comment and objections on the District's proposed budget. Troposed Budget T for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2025/2026". The second public hearing is being held jursuant to Chapters 190, 197, and or 170, Florida Statutos, to consider the imposition of operations and maintenance special assessments. (O&M Assessments', upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment valle and, to provide for the levy collection, and enforcement assessments. At the emclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached heretu. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

UnitType	Total = of Units/Acres	ERC Eletor	Proposed Gross O&M Assessment Per Unit/Acre (including collection costs/ early payment discounts)
40-49 Lot	129	0.75	\$1,788.07
50-59' Lot	113-	0,91	\$2,193,36
60-69 Lot	264	1.00	82.384.09
70-79° Lot	\$1	1.25	2,980,10

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which St. Johns County "County" may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.163249. [Parida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025-2026.

For Fiscal Year 2025-2026, the District intends to have the County tax collector collect the assessments imposed on developed property, but may decide to alternatively directly collect the assessments by sending out a bill prior to, or during, November 2025. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued ugainst the praperty which assessment retracte atoms on play in clause a fact tritance of its estate against on properly similar may result in loss of title, or for direct billed assessments, may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future line.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at Governmental Management Services. LLC, 475 West Dawn Place, Suite 114, St. Augustine, Florida 29092. Ph. 904–946–3850 ("District Managers (biffee"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) days prior to the meeting 14 you are hearing or speech impaired, please contact the Flavida Relay Service by dialing 74-16, or 1-800-953-8771 [TV] [1-800-953-8770] (Voice, for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

PROSSER'

Orange Park RECOD #3 Green Cor Springs

Exhibit 1

VICINITY MAP

LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Rivers Edge Ii Cdd Rivers Edge Ii Cdd 475 W Town PL# 114 Saint Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

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

07/30/2025 08/06/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2025

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$999.33

Tax Amount:

Legal Clerk

\$0.00

Payment Cost:

\$999.33

Order No:

11522750

of Copies:

Customer No:

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MARIAH VERHAGEN Notary Public State of Wisconsin

REVERS EDGE II COMMUNETY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC IBRARING TO CONSIDER THE ADOPTION OF THE FISCAL VEAR ASSESSMENT ROLL AND THE LEVY COLLECTION AND REPORTED OF THE SAME ASSESSMENT ROLL AND THE LEVY COLLECTION AND EXPOREMENT OF THE SAME AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors "Board" for the Rivers Edge II Community Development District ("District" will hold the following two public hearings and a regular meeting on:

DATE

(ugas) 20, 2025

HOUR: LOCATION:

gato a.m. HiverHouse Amenity Center

156 Landing Street St. Johns, Plorida 32259

St. Johns, Florida 29239

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and abjections on the District's proposed landget "Proposed Budget" for the fiscal year beginning October 1, 2025, and ending September 30, 2026 "Fiscal Year 2025 2026". The second public hearing is being held pursuant to Chapters 190, 397, and or 170. Florida Statutes, to consider the imposition of operations and maintenance special assessments. JOMA Assessments" upon the lands located within the District, to find the Proposed Budget for Fiscal Year 2025, 2026; to consider the adoption of an assessment roll; and, to provide for the levy collection, and enforcement a resessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy OSMA Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments.

Description of Assessments

The District imposes O&M Assessments in hear effect property within the District for the purpose of funding the Districts general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Floridu Sciutus, a clescription of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached berefor. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Unit Type	Total = of Units/Acres	RICU Pactor	Proposed Gross O&M Assessment Per Unit/Acre (Including collection costs/ early payment discounts)
Townhouses	511	0.62	81.172.46
30-39" Lot	102	0.62	81.287-97
10-19 Lot	26 F	0.74	81.512.87
50-59 Lot	2316	0.87	81,778.63
70-79' Lat	65	1.20	82,451.28
Snc Lat	50	1.33	82,719.05

The proposed O&A Vesessments as stated include collection costs and/or varly payment diseaunts, which St. Johns County "County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197:165924. Florida Statutes, the flera amount shall serve as the "maximum rate" authorized by law for O&A Assessments, see the tor o assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197:1632-45. Florida Statutes, is met. Note that the C&M Assessments do not include any debt service assessments previously eviced by the District and due to be collected for Fiscal War 2023/2026.

For Fiscal Year 2025/2026, the District intends to have the County tax collector collect th assessments imposed on developed property, but may decide the attentity directly collect the assessments by sending out a bill prior to, or during. November 2025. It is important to pay your assessment because failure to pay will cause a toy certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a forceboare action, which also may result in a force of the District's decision to collect assessments on the tay roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

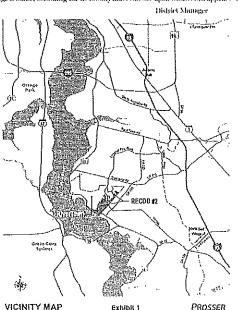
Additional Provisions

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at Governmental Managers of Services, LLC, 475 West Town Place, Suite 14-3t. Augustine, Florida 2009. Phys 904-940-5850 ("District Managers of Office", during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or needing. There may be accasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical inpartment should contact the District Manager's Office at least three [3]) days prior to the meeting, if you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-935-8771 [TPY] I -800-935-8770 [Ories, for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also like written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or inverting is advised that person will need a record of proceedings and that accordingly, the person may need to custor that a verifiation record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.



LOGALIG

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

08/29/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/29/2025

Legal Clerk

Notary, State

My commission expires

Publication Cost:

\$110.80

Tax Amount:

\$0.00

Payment Cost:

\$110.80

Order No: Customer No: 11605244

of Copies:

759957

PO#:

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VICKY FELTY Notary Public State of Wisconsin

BOARD OF SUPERVISORS MEETING DATES
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT & RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2023/2026 be Board of Supervisors of twos Edge III Community Develoent District will hold thoir regulerings for Fiscal Year 2023/20 the RiverTown Amenity Contacted at 156 Lending Street, 3 thrs. Florida 32229 at 9:00 ac.

ered at the meeting is advised that person will need a record of the proceedings and that accordingly the person may need to ensure that a verbatter record of the proceedings is made, including the testimony and evidence upon which such appear is to be based.

Corbin deltagy

District Manager

Pub: Aug. 29, 2025; #11605244

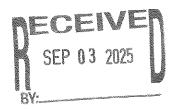
Governmental Management Services, LLC

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

Invoice

Bill To:

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



Invoice #: 96 Invoice Date: 9/1/25 Due Date: 9/1/25

Case:

P.O.	Number:	

Payments/Credits

Balance Due

\$0.00

\$4,157.41

Description	Hours/Qty	Rate	Amount
Management Fees - September 2025		3,277.17	3,277.17
Website Administration - September 2025	A STATE OF THE STA	112.33	112.33
nformation Technology - September 2025		168.50	168.50
Dissemination Agent Services - September 2025		468.17	468.17
Office Supplies	EL PROPERTIE DE LA CONTRACTION	0.48	0.48
Postage Copies	sectors.	74.36 56.40	74.36 56.40
	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND		
	A Company of the Comp		
	Accessed to the second		
	 Total		\$4,157.41

GREG GOSNEY

INVOICE 150

859-358-9834 ggz123@gmail.com

Greg Gosney 1008 Glenneyre Circle St. Augustine, Florida 32092

Attention: Kim Fatuch

Rivers Edge CDD II

475 West Town PL Suite 114 Saint Augustine, Florida 32092

Date: 09/12/2025

Description: 3 hours/sets live music

Please send payment to 1008 Glenneyre Circle as listed on left of invoice.

Terms: 30 Days

Description	Quantity	Unit Price	Cost
Live Entertainment/Music	1	\$350.00	\$350.00
	***************************************		\$0.00
,,,,==0,==,,,,0,0,0,0,0,0,		1	\$0,00
	***************	; ; ; ;	
		Subtotal	\$350.00
**************************************	Tax	0.00%	\$0.00
		Total	\$350.00

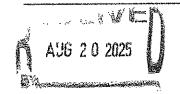
Thank you for your business. It's a pleasure to work with you at your venue..

Sincerely yours,

Greg Gosney

Approved CDD II Submitted to AP on 8.20.25 by Kimberly Fatuch

Kimberly Fatuch





0001

Jeremy Price

157 Stewart Street Saint Augustine, FL 32084 pricejb75@gmail.com

Date:

Oct 3, 2025

Bill To:

Rivers Edge CDD2 475 West Town PL Suite 114 St. Augustine, FL 32092 Payment Terms:

NET 30

Balance Due:

\$400.00

<u>llem</u>	Quantity	Rale	Amount
Live Music	1	\$400.00	\$400.00

Subtotal:

\$400.00

Tax (%):

\$0.00

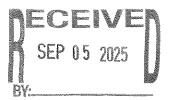
Total:

\$400.00

Kimberly Fatuch

by Kimberly Fatuch

Approved CDD II Submitted to AP on 9.5.25



KAD ELECTRIC COMPANY

P.O. BOX 8567 FLEMING ISLAND FL 32006-0014

PAST DUE

Invoice

DATE	INVOICE#
8/26/2025	5033

BILL TO							
Rivers Edge CE 475 West Town St Augustine FI	Place Suite 11	14					
ot Augustine Fi	J 32092		P.O. NO.	TERMS	JOB		
				Due on receipt	25	-954	
ITEM	QUANTIT	Υ	DESCRIPTION		RATE	AMOUNT	
Elec. Labor 1 and material. 1. Kitchen: Broke up t Added a new outlet for 2nd trip: added recepts fryer.		ceptacle drop to the island and ex		3,180.00	3,180.00		
Thank you for			ved RECDD 2 itted to AP 8.28.2025 vin McKendree in McKendree much.	n McKendree McKendree			
				Payments	s/Credits	\$0.00	
Phone	#	Fax#	E-mail	Balance I	Due	\$3,180.00	
904-541-	1000	904-215-3475	LDEASE@AOL.COM				

KAD ELECTRIC COMPANY

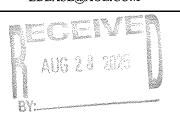
P.O. BOX 8567 FLEMING ISLAND FL 32006-0014

PAST DUE

Invoice

DATE	INVOICE#
8/26/2025	5034

BILL TO						
Rivers Edge CDE 475 West Town P St. Augustine FL	lace Suite	114				
5t. Augustine FL	32092		P.O. NO.	TERMS	J	IOB
				Due on receipt	25	5-967
ITEM	QUANTI	TY	DESCRIPTION		RATE	AMOUNT
Elec. Labor		Rewired the burne	ated the grounding issue. Ed out pool lights and junction box ground wire to the complete pool p	es. ump package.	1,990.00	1,990.00
Thank you for yo	ur business	s. We appreciate it very	much.	Total	****	\$1,990.00
				Payments	/Credits	\$0.00
Phone #	<u> </u>	Fax#	E-mail	Balance D)ue	\$1,990.00
904-541-1000 9		904-215-3475	LDEASE@AOL.COM			



Approved RECDD 2 Submitted to AP 8.28.2025 By Kevin McKendree Kevin McKendree



INVOICE

Invoice # 12920 Date: 08/15/2025 Due On: 09/14/2025

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

Statement of Account

	Outstanding Balance		New Charges		Payments Received	Total Amount Outstanding
(\$0.00	+	\$3,044.10) - (\$0.00) = \$3,044.10

RE2CDD-01

River's Edge II - General Counsel

Type	Attorney	/ Date	Notes	Quantity	Rate	Total
Service	LG	07/01/2025	Review June minutes.	0.30	\$305.00	\$91.50
Service	MGH	07/01/2025	Review and analyze correspondence regarding incident involving security vehicle.	0.20	\$285.00	\$57.00
Service	LG	07/02/2025	Review supervisor email regarding safety concerns.	0.20	\$305.00	\$61.00
Service	LG	07/10/2025	Respond to inquiry regarding use of Welcome Center parking lot.	0.20	\$305.00	\$61.00
Service	MGH	07/10/2025	Analyze information and contract documents for Giddens services and Welcome Center access/usage.	0.20	\$285.00	\$57.00
Service	LG	07/10/2025	Prepare draft of resolution setting hearing on updated Rules of Procedure and notices of rulemaking and rule development.	0.10	\$305.00	\$30.50
Service	LG	07/11/2025	Review communications from Supervisor WeMett and respond to same.	0.20	\$305.00	\$61.00

Service	MGH	07/11/2025	Further analyze issues related to splash pad ownership and maintenance and Welcome Center usage.	0.10	\$285.00	\$28.50
Service	LG	07/11/2025	Provide information to Board regarding resident suspension; respond to question regarding same.	0.70	\$305.00	\$213.50
Service	LG	07/13/2025	Review agenda and prepare for meeting.	0.50	\$305.00	\$152.50
Service	MGH	07/14/2025	Review and analyze potential legal implications raised by report of RiverClub Game Room incident; analyze St. Johns County rules and regulations regarding golf carts.	0.40	\$285.00	\$114.00
Service	LG	07/14/2025	Review communications regarding amenity incidents.	0.10	\$305.00	\$30.50
Service	MGH	07/14/2025	Analyze agenda package and materials for Board consideration; prepare for Board meeting.	0.20	\$285.00	\$57.00
Service	MGH	07/15/2025	Further analyze agenda package and materials for Board consideration; prepare for Board meeting.	0.90	\$285.00	\$256.50
Service	LG	07/15/2025	Travel to Board meeting.	1.30	\$305.00	\$396.50
Service	LG	07/16/2025	Attend Board meeting; return travel from same; prepare sponsorship application form.	1.40	\$305.00	\$427.00
Service	MGH	07/16/2025	Review Supervisor WeMett comments regarding amenity suspension hearing.	0.20	\$285.00	\$57.00
Expense	KB	07/16/2025	Travel: Mileage - LG.	119.67	\$0.70	\$83.77
Expense	KB	07/16/2025	Travel: Hotel - LG.	1.00	\$141.83	\$141.83
Service	LG	07/17/2025	Respond to questions from WeMett regarding resident suspension; prepare letter to resident regarding expiration of suspension; review notice regarding delayed audit report.	1.10	\$305.00	\$335.50
Service	LG	07/21/2025	Review status of Rivertown trademark application.	0.10	\$305.00	\$30.50
Service	MGH	07/23/2025	Review District Manager meeting notes and confirm legal follow-up items.	0.20	\$285.00	\$57.00
Service	MGH	07/24/2025	Review Supervisor request for update on Hallo-Crawl event and	0.20	\$285.00	\$57.00
			Control of the Contro	and the second and an arranged to		

			considerations for use of common areas; analyze status of staff efforts on same.			
Service	MGH	07/28/2025	Prepare notice of special joint meeting to discuss cost-sharing among the Districts and interlocal agreement.	0.10	\$285.00	\$28.50
Service	LG	07/29/2025	Review joint meeting notice.	0.10	\$305.00	\$30.50
Service	MGH	07/29/2025	Finalize and distribute special joint meeting notice.	0.10	\$285.00	\$28.50
Service	SD	07/30/2025	Confer with District Manager regarding the status on the FY24 Annual Financial Report for the District. Update District files regarding same.	0.20	\$190.00	\$38.00
Service	JK	07/31/2025	Field call regarding Rivers Edge II status	0.20	\$305.00	\$61.00
Non-billab	ole entries					
Service	MGH	07/16/2025	Prepare for and attend Board meeting.	1.90	\$ <u>2</u> 85.00	\$54 1.5 0
Expense	КВ	07/16/2025	Travel: Mileage - MGH.	17.67	\$0.70	\$12.37
Service	MGH	07/17/2025	Analyze correspondence regarding late submission of Annual Financial Report.	0.10	\$ 285.00	\$ <u>28.</u> 50
					Total	\$3,044.10

Please make all amounts payable to: Kilinski | Van Wyk PLLC Please pay within 30 days.

Corbin de Nagy

8/20/2025



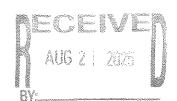
MACNETIX INVOICE DJ SERVICES

YOUR ENTERTAINMENT CONNEXION'

P.O. Box 23766 Jacksonville, FL 32241 904.607.7111 Mike@Magnetix.Rocks Date: 07/26/2025 **INVOICE # 1428**

Approved CDD II Submitted to AP on 8.21.25 by Kimberly Fatuch

Kimberly Fatuch



To Rivers Edge CDD 2 475 West Town Place Suite 114 St. Augustine FL. 32092

Contact	Order Description	Date
Kim Fatuch	DJ for RiverLodge Member Event	09/19/2025

	Description	Unit Price	Line Total
8pm –10pm	Two Additional Bluetooth Speakers		\$200.00
	@ RiverClub / Amphitheater		
/ // /	Includes 2 Lights		
		Later to the state of the state	
			1 1
	All Events Paid Rain or Shine		
		Total	\$200.00
		· · · · · · · · · · · · · · · · · · ·	\$200.00

Make all checks payable to - Magnetix DJ Services ©

Thank you for your business!



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

Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092

Bill To

Rivers Edge CDD2

Invoice

Date Invoice# 9/1/2025 131295631347

- -	Net 20
	9/21/2025
PO #	

Ship To
River Club 160 Riverglade Run St. Johns FL 32259

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees

Item	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	\$1,158.31

Subtotal \$1,158.31

Tax \$0.00

Total \$1,158.31

Amount Paid/Credit Applied \$0.00

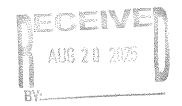
Balance Due \$1,158.31

Click Here to Pay Now



Approved RECDD 2 Submitted to AP 8.20.2025 By Kevin McKendree

Kevin McKendree





1 of 1



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

August 21, 2025

Project No:

P0113094.70

Invoice No:

55012

River's Edge II CDD c/o Government Management Services, LLC Attn: Corgin deNagy 3196 Merchants Row Blvd. Ste 130 Tallahassee, FL 32311

Project

P0113094.70

Rivers Edge II CDD

For services including attending July CDD meeting and coordination of website map updates.

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

Expense Billing

Reimbursable Expenses

Travel - Reimbursable - Mileage

3.56

Travel - Reimbursable- Mileage Client OV

2.04

Total Reimbursables

1.15 times 5.60

6.44

Total this Task

\$6.44

Task 1: 0 & M

Professional Personnel

	Hours	Rate	Amount
Engineer	1.50	150.00	225.00
Vice President	.50	250.00	125.00
Totals	2.00		350.00

Total Labor

Total this Task

350.00 \$350.00

Total this Invoice

\$356.44

Corbin deNagy 8/22/2025

AJG 22 285



Quill's Tree Services, LLC 255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida

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

RECIPIENT:

Vesta Property Services

Rivers Edge CDD 2 475 West Town Place Suite 114 St Augustine, Florida 32092 Phone: 904-607-1038

Involce #69	
Issued	Aug 20, 2025
Due	Sep 04, 2025
Tolal	\$31,5(0)0,2(0)

SERVICE ADDRESS:

116 Ladyslipper Drive St Johns, Florida 32259

For Services Rendered

ProductiService	Description	Ow.	Manusanae	. Pojal
Aug 18, 2025				
Free Assessment	Our experts will come to assess your needs and discuss solutions	1	\$0.00	\$0.00
Customer Responsibilities	 Ensure Accessibility: All trees scheduled for trimming or removal must be accessible by Quill's Tree Services equipment and personnel. An area equivalent to or greater than the height of the tree being serviced must be cleared of all vehicles and movable objects to prevent potential damage from falling debris. Subterranean Fixtures Mapping: Prior to commencing any work, ensure that all subterranean fixtures (such as pipes, cables, etc.) are marked on a map and provided to Quill's Tree Services. This is particularly crucial if stump grinding services are requested, as it ensures the safety of underground utilities. Authorized Representative on Site: An authorized representative with the authority to sign on behalf of the property owner must be present to sign off on completed work while the crew is still on site. This helps ensure that all parties are in agreement before the crew departs. 	1	\$0.00	\$0.00
Tree Removal	Fell two hazardous trees into the preserve that are at risk of falling and hitting the customer's fence during bad weather. Leave all wood and debris in the preserve. One is a Large pine.	2	\$450.00	\$900.00
Tree Removal	Fell two trees located at 296 Pinellas Way in Watersong. Flush cut stumps low to the ground. Leave all wood and debris in the preserve.	2	\$300.00	\$600.00
errors was not a common transfer and the common transf		ALABAMATAN AND AND AND AND AND AND AND AND AND A		THE RESERVE AND ADDRESS OF THE PARTY OF THE



Quill's Tree Services, LLC

255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida 32259

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

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

Total \$1,500.00

Approved RECDD 2 Submitted to AP 8.20.2025 By Kevin McKendree

Kevin McKendree



INVOICE

Q&L Social Solutions LLC 60 Calumet Dr Saint Johns, FL 32259

qlsocialsolutionsllc@gmail.com +1 (904) 466-2710



Bill to Rivers Edge CDD II 475 West Town Pl

Suite 114

St. Augustine, FL 32092 USA

Ship to Kimberly Fatuch RiverClub 160 Riverglade Run St. Johns, FL 32259 USA

Invoice details

Invoice no.: 0067 Terms: Net 30

Invoice date: 08/04/2025 Due date: 09/03/2025

#	Product or service	Qty	Rate	Amount
1.	Chair - Adult White	100	\$2.75	\$275.00
2.	Table - 6' White	4	\$12.00	\$48.00
3.	Table - 8' White	10	\$15.00	\$150.00
4.	Tablecloth	14	\$5.00	\$70.00
5.	Event Set-up & Takedown	1	\$50.00	\$50.00
		Total		\$593.00

Ways to pay

VISA @ PSC VER

RANK

B 0m/ml 11/417751.0

Note to customer

Event Date: September 19th, 2025 Set up & take downs times TBD

Vicew annot pary

Approved CDD II Submitted to AP on 9.1.25 by Kimberly Fatuch

Kimberly Fatuch



Rivers Edge CDD

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

DATE:

9/1/25

INVOICE #

CS-2025-SEP

Bill To:

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



DESCRIPTION		AMOUNT		
Cost Share - Landscaping for September 2025	1.320.57200.49100		\$	66,801.92
Cost Share - Amenity for September 2025	1.320.57200.49200		\$	7,373.17
		TOTAL	\$	74,175.08

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

THANK YOU FOR YOUR BUSINESS!



Please Remit Payment to:

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

INVOICE

Page: 1

Invoice Number: Invoice Date: PSI197049 9/1/2025

Ship

To:

Rivers Edge II CDD 475 West Town Place St. Augustine, FL 32259 **United States**

Bill

To: Rivers Edge II CDD

> 475 West Town Place Jacksonville, FL 32259

Ship Via

Ship Date

9/1/2025

Due Date Terms

10/1/2025

Net 30

Customer ID

P.O. Number

P.O. Date

Our Order No.

14024

9/1/2025

Order Qty Unit Price Total Price Unit Quantity Item/Description 2,424.00 1 1 2,424.00 Annual Maintenance

September Billing

9/1/2025 - 9/30/2025

Rivers Edge CDD II Pond 1

Rivers Edge CDD II Pond 2

Rivers Edge CDD II Pond 6

Rivers Edge CDD II Pond 14

Rivers Edge CDD II Pond 3

Rivers Edge CDD II Pond 9

Rivers Edge CDD II Pond 4

Rivers Edge CDD II Pond 7

Rivers Edge CDD II Pond 5

Rivers Edge CDD II Pond 8

Rivers Edge CDD II Pond 12

Rivers Edge CDD II Pond RC1

Rivers Edge CDD II Pond 10

Rivers Edge CDD II Pond 11

Rivers Edge CDD II Pond 13

Rivers Edge CDD II Pond 15

Rivers Edge CDD II Pond RC2

Rivers Edge CDD II Pond JJ

Rivers Edge CDD II Pond CR3

Rivers Edge CDD II Pond KK

Rivers Edge CDD II Pond TT

Rivers Edge CDD II Pond NN

Rivers Edge CDD II Pond SS

Rivers Edge CDD II Pond UU

Rivers Edge CDD II Pond 16 Rivers Edge CDD II Pond 17



Please Remit Payment to:

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

INVOICE

Page: 2

Invoice Number: Invoice Date: PSI197049 9/1/2025

Bill

Rivers Edge II CDD To: 475 West Town Place Jacksonville, FL 32259 Ship

Rivers Edge II CDD To: 475 West Town Place St. Augustine, FL 32259

United States

Ship Via

Ship Date Due Date 9/1/2025 10/1/2025

Terms

Net 30

Customer ID

P.O. Number

P.O. Date

Our Order No.

9/1/2025

14024

Total Price Quantity **Unit Price** Item/Description Unit **Order Qty**

Rivers Edge CDD II Pond 18

Rivers Edge CDD II Pond 19

Rivers Edge CDD II Pond 20

Rivers Edge CDD II Pond 21

Rivers Edge CDD II Pond 22

Rivers Edge CDD II Pond 23

Approved RECDD 2 Submiited to AP 9.2.2025 By Kevin McKendree Kevin McKendres

Amount Subject to Sales Tax Amount Exempt from Sales Tax

0.00 2,424.00 Subtotal:

2,424.00

Invoice Discount: Total Sales Tax: 0.00 0.00

Payment Amount:

0.00

Total:

2,424.00

Service Slip/Involve

INVOICE:

621002225

DATE:

08/28/2025

ORDER:

621002225

Bill To: [275347]

Rivers Edge CDD 2 475 West Town Place

Turner Pest

Suite 114

Saint Augustine, FL 32092-3648

PAYMENT ADDRESS: Turner Pest Control LLC • P.O. Box 680323 • Jacksonville, Florida 32250-8323 904-355-5300 • Toll Free: 680-225-6306 • turnerpest.com

Work Location:

[275347]

904-679-5733

RiverClub(RECDD 2) Richard Losco

160 Riverglade Run

Saint Johns, FL 32259-8795

ล) ((ปรี):)เล 08/28/2025	11:02 AM	Region Page ANTS, FIRE ANT, M	ិទៅប្រា(មម៉ា		11:02 AM
Pokala	Strië), refeji	Payme NET 30	Last Service Map God 08/28/2025		11:41 AM
	1/919C		Description		Phlae
PCM		Approved RI Submitted to By Richard I	ECDD 2 o A/P 08-29-25 Losco	SUBTOTAL TAX AMT. PAID TOTAL AMOUNT DUE	\$122.23 \$122.23 \$0.00 \$0.00 \$122.23
				TECHNICIAN SIGN Richard CUSTOMER SIGN	

3

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 accrated expenses in the event of collection.



Vesta Property Services, Inc. 245 Riverside Avenue Suite 300

Jacksonville FL 32202

Bill To

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

Invoice

Invoice # Date

428419 08/31/2025

Terms

Net 30

Due Date

09/30/2025

Memo

Billable Mileage split

Description.	eksterinity si sa	a <u>lence</u>	Págastak Poblomo (m. 19
Billable Mileage split in 3	1	129.71	129.71
		A , e , e , e , e , e , e , e , e , e ,	

Total

129.71

Corbin de Nagy

9/8/2025

Vesta Mileage Report

Name:	Kevin McKendree	Month	Aug-25	Aug-25			
Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
8/1	Daily mileage	Rivertown	Rivertown	17.3	Riversedge CDD		17.3
8/4	Daily mileage	Rivertown	Rivertown	58.9	iversedge CDI		58.9
8/5	Daily mileage	Rivertown	Rivertown	36.4	iversedge CDI)	36.4
8/6	Daily mileage	Rivertown	Rivertown	40	Riversedge CDD		40
8/7	Daily mileage	Rivertown	Rivertown	27.4	iversedge CDI)	27.4
8/8	Daily mileage	Rivertown	Rivertown	21.2	iversedge CDI)	21.2
8/11	Daily mileage	Rivertown	Rivertown	59.4	iversedge CDI		59.4
8/12	Daily mileage	Rivertown	Rivertown	50.3	iversedge CDI		50.3
8/13	Daily mileage	Rivertown	Rivertown	26.3	iversedge CDI)	26.3
8/14	Daily mileage	Rivertown	Rivertown	12.4	iversedge CDI)	12.4
8/15	Daily mileage	Rivertown	Rivertown	22	iversedge CD1)	22
8/18	Daily mileage	Rivertown	Rivertown	49.7	iversedge CDI)	49.7
8/19	Daily mileage	Rivertown	Rivertown	34.8	iversedge CDI)	34.8
8/20	Daily mileage	Rivertown	Rivertown	39.5	iversedge CDI		39.5
8/21	Daily mileage	Rivertown	Rivertown	19.2	iversedge CDI)	19.2
8/22	Daily mileage	Rivertown	Rivertown	11.7	iversedge CDI)	11.7
8/25	Daily mileage	Rivertown	Rivertown	61.2	iversedge CDI)	61.2
8/26	Daily mileage	Rivertown	Rivertown	31.8	iversedge CDI	<u> </u>	31.8
8/27	Daily mileage	Rivertown	Rivertown	37.9	iversedge CDI		37.9
8/28	Daily mileage	Rivertown	Rivertown	26.6	iversedge CDI		26.6
8/29	Daily mileage	Rivertown	Rivertown	23.5	iversedge CDI	<u> </u>	23.5
				<u> </u>	<u> </u>	Total Mileage	708

Total Mileage
Reimbursement Rate

Total
Reimbursement

Date Submitted in
Paycom

708

\$0.550

\$389,13

\$129.71



Suite 300 Jacksonville FL 32202

Vesta Property Services, Inc. 245 Riverside Avenue

Invoice

Invoice # Date

428164 09/01/2025

Terms

Net 30

Due Date

10/01/2025

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 - of or	Sale of the sales	/Americal
General management services	1	3,899,42	3,899.42
Field Ops	1	3,286.50	3,286.50
Lifestyle services	1	3,610.75	3,610.75
Amenity management services	1	2,469.33	2,469.33
Facility maintenance services	1	8,593.58	8,593.58
Janitorial services	1	2,739.58	2,739.58
Facility Attendant	1	9,487.67	9,487.67
1 donly recorded		ŕ	

Thank you for your business.

Total

34,086.83

Corbin de Nagy

8/29/2025

Violette Lani and Iris Andie

INVOICE

7612 Saw Timber Lane Jacksonville, FL 32256 (904) 635-2939

INVOICE #704 DATE: 8/26/25

TO: Rivers Edge CDD 2 475 West Town PL Suite 114 St. Augustine, FL 32092

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Live music for Rivertown 9/26 6pm-9pm	\$400	\$400
		TOTAL DUE	\$400

Approved CDD II Submitted to AP on 8.30.25 by Kimberly Fatuch

Kimberly Fatuch





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

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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

	256497475	
Invoice Number	256497475	
Customer Number	C3178877	
Invoice Date	08/28/2025	
Due Date	09/27/2025	
Order Date	08/27/2025	
Order Number	S155487563	
Order Method	WEB	

Delivery Address

River Club Attn.: Ken

160 Riverglade Run Saint Johns FL 32259

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

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be <u>reported</u> within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	1	CT	32.89	32.89
MMM810K6	REFILL,TAPE,3/4"X1000,6/PK,CR	1	PK	19.39	
NWLENGAPFXL	NITRILE EXAM PF GLOVES - BLUE- XLARGE - 4MIL - 100/BX	2	BX	5.99	11.98

 SUBTOTAL:
 64.26

 TAX & BOTTLE DEPOSITS TOTAL:
 0.00

 ORDER TOTAL:
 64.26

 Total Due:
 64.26

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



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

> Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

AUG 29 7023

Approved RECDD 2 Submitted to A/P 08-29-25 By Richard Losco

Richard Losco

Remittance Section	
Customer Number	C3178877
Invoice Number	256497475
Invoice Date	08/28/2025
Terms	Net 30
Total Due	64.26

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

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



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

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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

256522931 C3178877
08/29/2025
09/28/2025
08/28/2025
S155513783
WEB

Delivery Address

River Club Attn.: Ken

160 Riverglade Run Saint Johns FL 32259

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

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be reported within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	2	CT	32.89	65.78
MMM810K6	REFILL,TAPE,3/4"X1000,6/PK,CR	1 1	PK	19.39	19.39
NWLENGAPFXL	NITRILE EXAM PF GLOVES - BLUE- XLARGE - 4MIL - 100/BX	3	BX	5.99	17.97

SUBTOTAL: 103.14 TAX & BOTTLE DEPOSITS TOTAL: 0.00

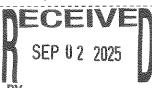
ORDER TOTAL: 103.14 Total Due: 103.14

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



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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092



Approved RECDD 2 Submitted to A/P 09-02-25 By Richard Losco

Richard Losco

Remittance Section	
Customer Number	C3178877
Invoice Number	256522931
Invoice Date	08/29/2025
Terms	Net 30
Total Due	103.14

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

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





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

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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

	(
Invoice Number	256596497
Customer Number	C3178877
Invoice Date	09/03/2025
Due Date	10/03/2025
Order Date	09/02/2025
Order Number	\$155607196
Order Method	WEB

Delivery Address

River Club Attn.: Ken

160 Riverglade Run Saint Johns FL 32259

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

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be reported within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	1	CT	32.89	32.89

SUBTOTAL: TAX & BOTTLE DEPOSITS TOTAL:

32.89

ORDER TOTAL: Total Due:

0.00 32.89

32.89

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



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

Approved RECDD 2 Submitted to A/P 09-08-25 By Richard Losco

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

Remittance Section			
Customer Number	C3178877		
Invoice Number	256596497		
Invoice Date	09/03/2025		
Terms	Net 30		
Total Due	32.89		

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

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



Invoice

S131004	09/04/25
Number	Date

PO Box 37068 Jacksonville,FL 32236 Phone: (904) 356-3963 Fax: (904) 356-4969 www.weatherengineers.com CAC041190

BILL TO: #113145

RIVERS EDGE CCD 2 Attn: Richard Losco 160 RIVERGLADE RUN ST. JOHNS FL 32259

SERVICE PERFORMED AT:

RIVERS EDGE CCD 2 160 RIVERGLADE RUN ST. JOHNS FL 32259

Site # : 113145-001 Amount Paid:

Return this portion with payment

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	Contract #	Batch #
09/03/25	245276			COD		
* * * * * * * * * * * * * * * * * * *	STATE OF THE STATE	·····	The state of the s		CONTRACTOR OF THE STATE OF THE	

DESCRIPTION

Reported by: Lisa 301-466-3956

Trouble Code: RIF - REACH IN FREEZER

billable/RIF not holding temp/avail until 8p

BRAND [MODEL # / SERIAL #] SERVING AREA

S-47F / 7730-1714-220 KITCHEN

Found freezer running. Small amount of ice on evaporator. Condenser fan motor and evaporator fan motor running. Box at 19* upon arrival. Put system into defrost. Defrost operation works correctly. Cleaned surface dirt from condenser coil while waiting for defrost to time out. Suspect that unit is low on refrigerant. Holds 4.59oz of R290(propane). Sealed system. Customer says that this unit is less than a year old. Recommend that they call the supplier, or manufacturer. We do not carry propane on our trucks. Unit is cooling, but suspect it wont get down to -1-5* like it should.

TECH DATE RECEIVED ARRIVED DEPARTED 011 09/03/25 15:15:00 16:15:00 17:45:00

09/03/25 1 MECH R/T 1.50 HRS @ 89.25 133.88 09/03/25 1 MECH T/T 1.00 HRS @ 89.25 89.25

Continued on page 2

Thank you for your business!

Please make all checks payable to Weather Engineers, Inc. Remit To: PO Box 37068 Jacksonville, FL 32236

Phone: (904)356-3963 * Fax (904) 356-4969



PO Box 37068 Jacksonville, FL 32236 Phone: (904) 356-3963 Fax: (904) 356-4969 www.weatherengineers.com CAC041190

Invoice

Number	Date
S131004	09/04/25

BILL TO: #413145

AIR COMDITIONING &

RIVERS EDGE CCD 2 Attn: Richard Losco 160 RIVERGLADE RUN ST. JOHNS FL 32259

SERVICE PERFORMED ATE

RIVERS EDGE CCD 2 160 RIVERGLADE RUN ST. JOHNS FL 32259

Site #: 113145-001

Amount Paid: Return this portion with payment

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	. 1.1.1	Contract#	Batch #
09/03/25	245276			COD			
							Transfer to the transfer of the transfer of

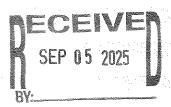
DESCRIPTION

Continued from page

223.13 LABOR

Approved RECDD 2 Submitted to A/P 09-05-25 By Richard Losco

Richard Losco



Thank you for your business!

Please make all checks payable to Weather Engineers, Inc.

Remit To: PO Box 37068 Jacksonville, FL 32236 Phone: (904)356-3963 * Fax (904) 356-4969



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

Address:

475 West Town Place Suite 114

Saint Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
991120	9/1/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape

PO Box 101017

Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2025

Invoice Amount:

\$2,914.00

Invoice Total

\$2,914.00

Approved RECDD II Submitted to AP on 9.5.2025 by Jason Davidson

ason Davidson



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



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

Address:

475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
991122	9/1/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape

PO Box 101017

Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2025

Invoice Amount:

\$32,175.47

Description

Current Amount

Monthly Landscape Maintenance September 2025

\$32,175.47

Invoice Total

\$32,175.47

IN COMMERCIAL LAMOSCAPING

Approved RECDD II Submitted to AP on 9.5.2025 by Jason Davidson

ason Davidson



Jason Davidson

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

Dynamic Security Professionals, Inc.

Invoice

P.O. Box 23861 Jacksonville, FL 32241 EF0001108

Date	Invoice #
9/10/2025	45979

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

Location		
160 Riverglade Run	 	
St. Johns, Florida 32259		

		P.O. No.	Terms
			Due on receipt
Quantity	Description	Rate	Amount
1	Technicians replaced 2 Gate maglocks- Nature Trail Gate and South Pool Gate. Rewired new maglocks and tested units with valid Fob and Push to Exit buttons. All working properly. Trip Fee 600lb Gate Maglocks with Pull Handle Strike Plates	85.00 85.00 450.00	170.00 85.00 900.00
Thank you for your busing	iess.	Subtotal	\$1,155.00
		Sales Tax (6.5%)	\$0.00
	Approved RECDD 2 Submitted to AP 9/12/2025		\$1,155.00
	Submitted by Ken Council Ken Council	Payments/Credi	ts \$0.00
	BV 6	Balance Due	\$1,155.00



8535 Baymeadows Rd Ste 7 Jacksonville, FL 32256 (904) 443-7446

INVOICE 299-101081

fastsigns.com/299

Completed Date: 9/12/2025

Payment Terms: Net 30

Payment Due Date: 10/12/2025

Created Date: 9/9/2025

DESCRIPTION: Lost and Found / Blue Signs

Bill To: Rivers Edge CDD

475 W. Town Place

Suite 114

St. Augustine, FL 32092

US

Pickup At: FASTSIGNS of Jacksonville - Baymeadows

8535 Baymeadows Rd

Ste 7

Jacksonville, FL 32256

US

Ordered By: Ken Council

Email: kcouncil@vestapropertyservices.com

Work Phone: (904) 430-1907 Tax ID: 85-8013711680C-2 Salesperson: Zac Davis

Entered By: Zac Davis

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Lost and Found Signs	3	\$42.37	\$0.00	\$127.11
1.1	HQ OUTPUT TO RIGID MATERIAL - Premium 3M180 Vinyl UV Laminate Applied to 3 Mil ACM with Rounded Edges	with 3M8518			
	Part Qty: 1 Width: 12.00" Height: 12.00" Sides: 1				
2	Updated Fire Pit Signs	2	\$42.37	\$0.00	\$84.74
2.1	HQ OUTPUT TO RIGID MATERIAL - Premium 3M180 Vinyl UV Laminate Applied to 3 Mil ACM with Rounded Edges	with 3M8518			
	Part Qty: 1 Width: 12.00" Height: 12.00"				
	Sides: 1			ototal:	\$211.85

Approved RECDD 2 Submitted to AP 9/16/2025 Submitted by Ken Council

Ken Council

 Subtotal:
 \$211.85

 Taxable Amount:
 \$0.00

 Taxes:
 \$0.00

 Grand Total:
 \$211.85

 Amount Paid:
 \$0.00

 BALANCE DUE:
 \$211.85

Thank you for your business.

This FASTSIGNS location is independently owned and operated.



Columbus Office 8415 Pulsar Place, Suite 300, Columbus, OH 43240 P; 614,839.0250 F: 614,839.0251

September 15, 2025

Project No:

P0113094.70

Invoice No:

55074

River's Edge II CDD c/o Government Management Services, LLC Attn: Corgin deNagy 3196 Merchants Row Blvd. Ste 130 Tallahassee, FL 32311

Project

P0113094.70

Rivers Edge II CDD

For services including attending August CDD meeting.

Professional Services from August 02, 2025 to August 29, 2025

Total Reimbursables

Expense Billing

Reimbursable Expenses

Travel - Reimbursable - Mileage

13.35

21.00

Travel - Reimbursable- Mileage Client OV

7.65

24.15

Total this Task

Hours

\$24.15

Task 1: 0 & M

Professional Personnel

Vice President

Total Labor

Rate 250.00

1.15 times

Amount

Totals

1.50 250.00 1.50 375.00 375.00

Total this Task

375.00 \$375.00

Total this Invoice

\$399.15

Outstanding Invoices

Number 55012

Total

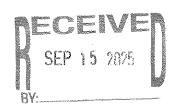
Date 8/21/2025

Balance 356.44

356.44

Corbin de Nagy

9/15/2025





Invoice

Submitted on 07/28/2025

Invoice for

Rivers Edge CDD 2

Billing Address

475 West Town PL Suite 114

Suite 114 St. Augustine, FL 32092 Payable to

RT Raves 93 Silkgrass Pl St. Johns, FL 32259

Event Name

Rivertown: Bin-GLO

Invoice #

RT-1010-Raves

Due Date

9/20/2025

Description	Qty	Unit Price	Total Price
AuroraGlow Outdoor Lamps	5	\$ 100.00	\$ 500.00
Atmosphere String Lights	2	\$ 75.00	\$ 150.00
Ultra Social Media Package	I	\$ 400.00	\$ 400.00
Movie Package	ŧ	\$ 100.00	\$ 100.00
Event Maestro	I	\$ 150.00	\$ 150.00
CyroBlaster	t	\$ 100.00	\$ 100.00
Haze Generator	2	\$ 50.00	\$ 100.00
Motes:		 Subtotal	\$ 1,500.00

Planned event on either Friday September 19th or Saturday 20th, 2025 at the Rivertown Amphitheater.

DJ, tables & chairs to be provided by Vesta.

Total: \$1500

SEP 13 2025

Approved CDD II Submitted to AP on 9.13.25 by Kimberly Fatuch

Kimberly Fatuch

TMT Electric, LLC

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



Veteran Owned

INVOICE

BILL TO

Rivers Edge CDD2 475 West Town Place Ste 114 Saint Augustine, FL 32092 INVOICE DATE 1148

TERMS DUE DATE 09/16/2025 Net 30

10/16/2025

DATE ACTIVITY	DESCRIPTION	QTY RATE	AMOUNT
Services	Provided and installed new circuit breaker, conduit, wire, and fittings to accommodate new equipment in the Riverclub kitchen. Rewired existing circuitry for additional GFCI receptacle under the Ansul hood. Verified correct operation upon completion.	1,450.00	1,450.00

Please make check payable to TMT Electric LLC.

Approved RECDD 2 Submitted to AP 9.16.25 By Kevin McKendree

Kevin McKendree

SUBTOTAL

1,450.00

TAX

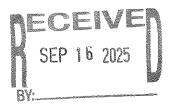
0.00

TOTAL

1,450.00

BALANCE DUE

\$1,450.00



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	S 4					



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

Customer	Rivers Edge II Community Development District
Acct#	839
Date	09/19/2025
Customer Service	Kristina Rudez
Page	1 of 1

Payment Inform	nation
Invoice Summary	\$ 80,995.00
Payment Amount	
Payment for:	Invoice#29671
100125730	

Customer: Rivers Edge II Community Development District

nvoice	Effective	Transaction	Descri <u>ption</u>	Amount
29671	10/01/2025	Renew policy	Policy #100125730 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Renew policy Due Date: 9/19/2025	80,995.00
		Transfer of the state of the st		
			· · · · · · · · · · · · · · · · · · ·	
The state of the s			SEP 19 2025	
	uit Payment To:			Total

Please Remit Payment To: Egis Insurance and Risk Advisors P.O. Box 748555

\$ 80,995.00

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349 TO PAY VIA ACH: Accretive Global Insurance Services LLC Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555		09/19/2025
Atlanta, GA 30374-8555	accounting@egisadvisors.com	09/19/2025



INVOICE

Invoice # 13151 Date: 09/19/2025 Due On: 10/19/2025

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

Statement of Account

	Outstanding Balance		New Charges		Payments Received	Total Amount Outstanding
(\$0.00	+	\$2,854.55) - (\$0.00) = \$2,854.55

RE2CDD-01

River's Edge II - General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LG	08/01/2025	Confer with district staff regarding status of resident suspension.	0.20	\$305.00	\$61.00
Service	LG	08/05/2025	Confer with DeNagy regarding board seats and turnover.	0.40	\$305.00	\$122.00
Service	LG	08/05/2025	Review and provide comments to July minutes.	0.50	\$305.00	\$152.50
Service	MGH	08/06/2025	Prepare FY26 budget appropriation resolution; prepare FY26 annual assessment resolution; prepare FY26 budget deficit funding agreement.	0.20	\$285.00	\$57.00
Service	LG	08/07/2025	Review draft agenda.	0.10	\$305.00	\$30.50
Service	LG	08/08/2025	Prepare acquisition documents for Watersong Phase 4A and 4B ponds.	0.80	\$305.00	\$244.00
Service	MGH	08/12/2025	Further prepare and finalize FY26 budget appropriation resolution and FY26 annual assessment resolution; prepare FY26 budget deficit funding agreement.	0.40	\$285.00	\$114.00

Service	LG	08/12/2025	Review appropriation resolution, assessment resolution, and deficit funding agreement; review updated stormwater pond turnover information.	0.60	\$305.00	\$183.00
Service	LG	08/14/2025	Update acquisition documents to include Meadows Phase 1 improvements.	0.50	\$305.00	\$152.50
Service	MGH	08/14/2025	Review feedback on July meeting minutes from Supervisor WeMett.	0.20	\$285.00	\$57.00
Service	LG	08/15/2025	Confer with Vesta regarding sponsored events; send updated acquisition documents for agenda.	0.30	\$305.00	\$91.50
Service	MGH	08/18/2025	Review revised agenda package, including updated meeting minutes and acquisition package.	0.30	\$285.00	\$85.50
Service	MGH	08/19/2025	Prepare for Board meeting; review and analyze agenda package and materials for Board consideration in preparation for Board meeting.	0.90	\$285.00	\$256.50
Service	MGH	08/20/2025	Prepare for and attend Board meeting.	1.50	\$285.00	\$427.50
Service	LG	08/20/2025	Follow up on legal action items from meeting.	0.40	\$305.00	\$122.00
Service	MGH	08/20/2025	Review status of outstanding audit report.	0.10	\$285.00	\$28.50
Expense	KB	08/20/2025	Travel: Mileage - MGH.	26.50	\$0.70	\$18.55
Service	LG	08/21/2025	Respond to inquiry regarding Hallocrawl event; confer with deNagy regarding joint meeting agenda items and resident event partnership procedures.	0.50	\$305.00	\$152.50
Service	MGH	08/21/2025	Review and analyze feedback from Supervisor WeMett regarding public comments at Board meeting and Hallo-Crawl insurance requirements; review meeting notes regarding same.	0.50	\$285.00	\$142.50
Service	MGH	08/25/2025	Analyze additional feedback from Supervisor WeMett and District staff regarding public comment period at prior Board meeting.	0.20	\$285.00	\$57.00
Service	LG	08/26/2025	Request information needed to finalize acquisition documents for Watersong 4A/4B and Meadows Phase 1.	0.30	\$305.00	\$91.50

					Total	\$2,854,55
Service	LG	08/19/2025	Review agenda and prepare for board meeting.	0.30	\$305.00	\$9:1,50
Non-billa	ble entries					
Service	MGH	08/28/2025	Review correspondence from Watersong property manager regarding Hallo-Crawl event.	0.10	\$285.00	\$28.50
Service	MGH	08/28/2025	Conduct real property due diligence for additional plats.	0.20	\$285.00	\$57.00
Service	LG	08/27/2025	Confer with Vesta and GMS regarding resident collaboration events and advertising on CDD property.	0.40	\$305.00	\$122.00

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

Please pay within 30 days.

Corbin deNagy

9/22/2025



TMT Electric, LLC

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



904-789-0193

Veteran Owned

INVOICE

900, 10

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

BOIOMAL

1146

DATE

09/16/2025

TERMS

Net 30

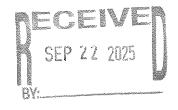
DUE DATE

10/16/2025

DATE ACTIVITY	DESCRIPTION	QTY RATE AMOUNT
Services	Filter pump for Watersong monument tripping circuit breaker. Refreshed and tightened connections. Inspected and adjusted electrical components. Verified correct operation upon completion.	150.00 150.00
The research of those are in TAIT For the officer	SUSTOTAL	150.00
	TAX	0.00
	TOTAL	150.00
	BALANCE DUE	\$150.00

Approved RECDD 2 Submitted to AP 9.22.2025 By Kevin McKendree

Kevin McKendree



Turner Pest Control

PAYMENT AODRESS: Termer Pest Control LLC • P.O. Box 600323 • Jacksonville, Florida 32260-6323 904-355-5300 • Toll Free: 606-225-6305 • turnerpest.com Service Slip/Invoice

INVOICE:

621126652

DATE:

09/16/2025

ORDER:

621126652

Bill To

[275347]

Rivers Edge CDD 2 475 West Town Place

Suite 114

Saint Augustine, FL 32092-3648

Work Location

[275347]

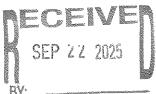
904-679-5733

RiverClub(RECDD 2) Richard Losco 160 Riverglade Run

Saint Johns, FL 32259-8795

Work Date	Time	Target Pest	Technician		Time In
09/16/2025	09:57 AM	ANTS, FIRE ANT, MICI	= ,		09:57 AM
Purchase	Order	Terms	Last Service	Map Code	Time Out
		NET 30	09/16/2025		10:38 AM

Service	Description		Price
CPCM	Commercial Pest Control - Monthly Service		\$122.23
		SUBTOTAL	\$122.23
		TAX	\$0,00
		AMT. PAID	\$0.00
		TOTAL	\$122.23
	Approved RECDD 2 Submitted to A/P 09-22-25 By Richard Losco	AMOUNT DUE	\$122.23
	By Richard Losco Richard Losco		
		w	



TECHNICIAN SIGNATURE

det -

Kim CUSTOMER SIGNATURE

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

Then by acknowledge the intraction completion of all sets θ is a validated and agree to provide cost of source on a specified door.



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

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

256688938
C3178877
09/08/2025
10/08/2025
09/05/2025
S155698572
WEB

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092 **Delivery Address**

River Club Attn.: Ken

160 Riverglade Run Saint Johns FL 32259

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

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be <u>reported</u> within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
JSWMP20CEW	200Z WHITE COTTON CUT END, WET MOP HEAD W/ 5" HEAD BAND	3	EΑ	6.04	18.12
PGC13846	FEBREEZE PLUG TRF LINEN&SKY 6/2.63OZ	2	CT	86.89	173.78

SUBTOTAL:

TAX & BOTTLE DEPOSITS TOTAL:

POSITS TOTAL: 0.00 ORDER TOTAL: 191.90

Total Due:

191.90

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



W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101 Approved RECDD 2 Submitted to A/P 09-18-25 By Richard Losco

Richard Losco

SEP 18 2025

Remittance Section	
Customer Number	C3178877
Invoice Number	256688938
Invoice Date	09/08/2025
Terms	Net 30
Total Due	191.90

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

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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

PM(P)



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

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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

	· ···•
Invoice Number	256921651
Customer Number	C3178877
Invoice Date	09/17/2025
Due Date	10/17/2025
Order Date	09/16/2025
Order Number	S155992226
Order Method	WEB

Delivery Address

River Club Attn.: Ken

160 Riverglade Run Saint Johns FL 32259

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

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be <u>reported</u> within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
ALM275	TISSUE,TOILET,4.4X3.1.2PLY,500SHT,96/CT	1	CT	68.79	68.79
NWLVGPCPFGM	VINYL GP POWDER FREE GLOVES - MEDIUM - 100/BX	3	BX	5.99	17.97
GPC42714	SOAP,ENMOTION,FOAM,TOUCHLESS,1200ML,2/CT	3	CT	66.99	200.97
RAC98015	TOILET BOWL CLEANER CLING, COUNTRY SCENT, 240Z, 2/PACK, 4PK/CT	2	CT	25.74	51.48
HERX7658AK	LINER, REPRO, 38X58, 1.5ML, BK 100/CT	3	CT	37.60	112.80
RAI 8576	TISSUE PRE-MOIST 100PK WH	1	BX	15.39	15.39

SUBTOTAL:

467.40 0.00

TAX & BOTTLE DEPOSITS TOTAL:
ORDER TOTAL:
Total Due:

467.40 467.40

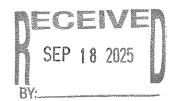
To ensure proper credit, please detach and return below portion with your payment



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

Approved RECDD 2
Submitted to A/P 09-18-25
By Richard Losco
Richard Losco

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092



Remittance Section	
Customer Number	C3178877
Invoice Number	256921651
Invoice Date	09/17/2025
Terms	Net 30
Total Due	467.40

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

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





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

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

 Invoice Number
 256951137

 Customer Number
 C3178877

 Invoice Date
 09/18/2025

 Due Date
 10/18/2025

 Order Date
 09/16/2025

 Order Number
 S155992226

 Order Method
 WEB

Delivery Address

River Club Attn.: Ken

160 Riverglade Run Saint Johns FL 32259

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

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be <u>reported</u> within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
CSD34200	WIPES, SCRIM,4PLY,POPUP,WH(W202)	3	CT	63.49	190.47

SUBTOTAL: TAX & BOTTLE DEPOSITS TOTAL:

190.47 0.00 190.47 190.47

ORDER TOTAL: Total Due:

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

WELL SOI

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

Approved RECDD 2
Submitted to A/P 09-22-25
By Richard Losco

Richard Losco

SEP 22 2025

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092 5

Remittance Section						
Customer Number	C3178877					
Invoice Number	256951137					
Invoice Date	09/18/2025					
Terms	Net 30					
Total Due	190.47					

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

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



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

Irrigation Repairs

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
997271	9/22/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: October 22, 2025

Invoice Amount: \$2,821.13

Description Current Amount

September irrigation repairs - 2025******233 Shinne Cock******

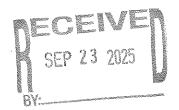
\$2,821.13

Invoice Total \$2,821.13

NEW YORK OF ARE ARE SERVED NO

Approved RECDD II Submitted to AP on 9.23.2025 by Jason Davidson

Jason Davidson



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



COMPLETED WORK

W. O. #

NAME river town CDD2

ADDRESS 233 shinne clock

9/11/2025

						_,		
#							E	XTENTION
1		811 solenoid		\$	52.49		\$	52.49
4		rain bird FD101 Decoder		\$	443.80		\$	1,775.20
8		DBRY		\$	5.53		\$	44.24
8		DBR		\$	2.40		\$	19.20
							\$	-
	Γ		Γ				\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
	Γ		Τ				\$	
							\$	-
	Γ		Γ				\$	_
			Ι				\$	-
			I				\$	-
							\$	-
	Γ		Γ				\$	-
PARTS TOTAL \$						\$	1,891.13	

DATE		DESCRIPTION	HOURS		RATE		RATE		 TOTAL
	9/11/2025	labor	10	\$	93.00		\$ 930.00		
		•					\$ =		
							\$ -		
							\$ -		
							\$ 930.00		

DATE

COMMENTS:				
100000000000000000000000000000000000000				
	MATE	RIALS	\$	1,891.13
	LABOR &	RENTAL	\$	930.00
	<u> </u>	TOTAL	\$	2,821.13

9/11/2025 Dequann river town CDD2



Irrigation Inspection Report

W. O. # NAME ADDRESS DATE

river towr	n CDD2		
233 Shinn	e Clock		
9/11/2025	PG	OF	

RUN DAYS

START TIME(S)	12	am	Α		М		F		WA	TER S	OURC		reclaimed water			r
START TIME(S)			В	s	МТ	w T	F S		c	LOCK	TYPE		rain bird lxd			
START TIME(S)			С	S	МТ	w T	F S	1	RAIN/	FREEZ	E SWI	тсн	no/no			
					.,					ų						
ZONE #	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
TYPE (S,R,B,D)	S	S	S	S	R	S	В	S	S	S	S	S	S	S		
RUN TIME	15	15	15	15	45	45	30	45	45	45	15	15	15	15		
PROGRAM	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α		
		S= spra	y heads	1	R=rotoi	heads	ı	B=bubb	lers	D=0	rip, neta	itim or n	nicro spr	ays I		Γ.
ADJUSTMENTS																
PARTIAL CLOGS					<u> </u>											
STRAIGHTENED						ļ										
	1	Note: A	bove ite	ms are	part of iri	rigation v	vet check	·		1					1	T
BROKEN PIPE									ļ							
BROKEN HEADS																
BROKEN NOZZLES																
SEVERELY CLOGGED INCORRECT NOZZLES																
CHANGE TO 6 "																
CHANGE TO 12"																
CHANGE POP UP TO RISER																
RAISE HEADS (coverage)																
MISSING HEADS																
NON TURNING ROTORS																
VALVE FAILURE																
	•	Note: 0	ircled ite	ms are	complete	ed							•			
Comments:																
zones 2,3 had bad decoders and	zone 5 l	had bad	solenoid	and ba	d decode	<u> </u>							·			
					······································				······································	w 						

2/11/2025

DATE COMPLETED

TECHNICIAN

CLIENT

Dequann



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
997272	9/22/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: October 22, 2025

Invoice Amount: \$2,050.64

escription Current Amount	
escription Current Amount	

Rain/freeze sensor installation

Irrigation Repairs

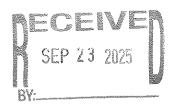
\$2,050.64

Invoice Total

\$2,050.64

Approved RECDD II Submitted to AP on 9.23.2025 by Jason Davidson

Jason Davidson



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



PROPOSED WORK

W. O. #		
NAME	Rivertown	
ADDRESS	CDD2	
DATE	9/9/2025	

	Sie en			T		
#			┸		Ц	TENTION
	Γ					\$ _
8	Ţ	Rain Bird Wireless Rain/ Freeze Sensor		\$ 209.83		\$ 1,678.64
	T					\$ -
	T		Τ			\$ -
	Γ					\$ -
	Γ					\$ -
	T		T			\$ -
						\$
M.=	T		T			\$ -
	T		T		Π	\$ -
	T		Т			\$ _
	T		T		I	\$ -
	T		T		1	\$
-	T		1		T	\$ _
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	T		T		Ì	\$ -
	T		T		T	\$ *
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	t		十		T	\$ -
i	_	PAF	.TS	TOTAL	•	\$ 1,678.64

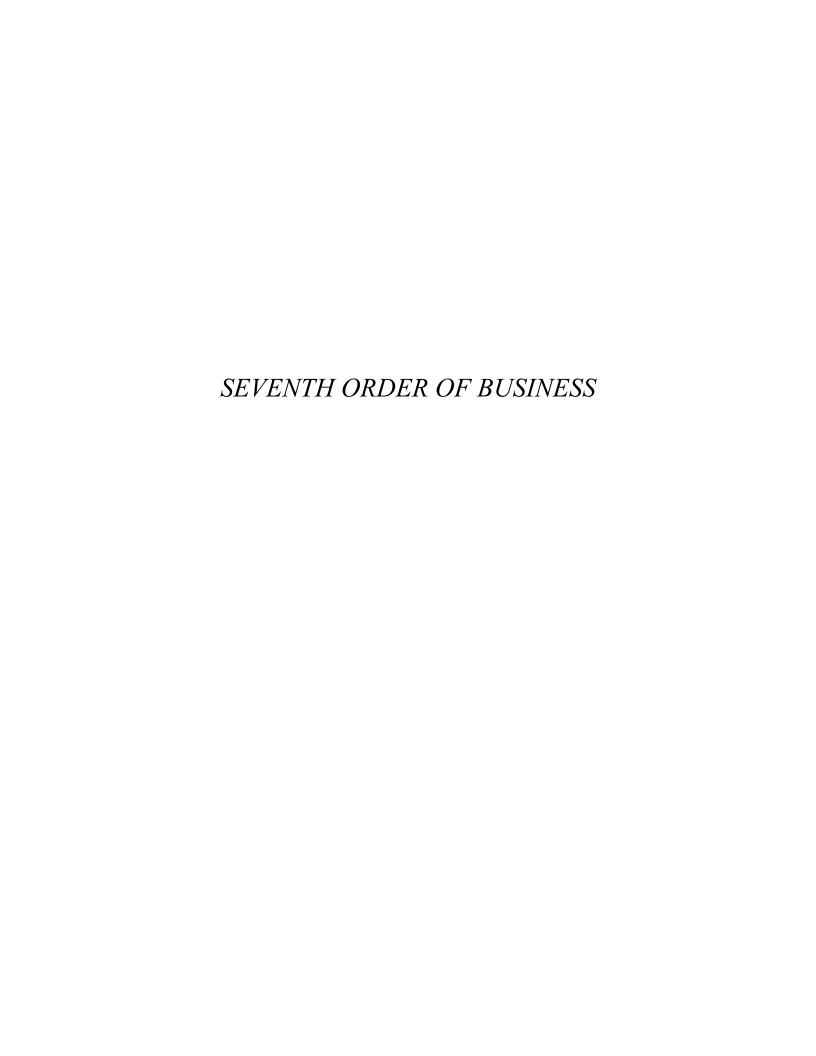
DATE	DESCRIPTION	HOURS	RATE	٦	OTAL
				\$	-
9/9/2025	Labor	4	\$ 93.00	\$	372.00
1"				\$	-
				\$	-
				Ś	372.00

COMMENTS:			
To be installed close to the controller. Receiver and transmitter.			
	MATERIALS	 \$	1,678.64
	LABOR & RENTAL	\$	372.00
		<u> </u>	
	TOTAL	\$	2,050.64
——————————————————————————————————————	· · · · · · · · · · · · · · · · · · ·		

DATE PROPOSED 09/09/2025

TECHNICIAN Francisco Q

CLIENT



Prepared By and Return to:

Lauren Gentry, Esq.

KILINSKI | VAN WYK PLLC
517 East College Avenue
Tallahassee, Florida 32301

AMENDMENT TO TRI-PARTY INTERLOCAL AND COST-SHARE AGREEMENT

THIS Amendment (this "Amendment") is made as of September ____, 2025, by RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District III"), and is consented to by RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District I"); RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District II" and together with District I and District III, the "Districts"); and MATTAMY JACKSONVILLE, LLC, a foreign limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando FL 32811 ("Mattamy" and together with the Districts, the "Parties").

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

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

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

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

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

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

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms that are not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.
- 2. **Acceptance of Agreement.** District III hereby accepts the Agreement and agrees to assume the rights, obligations, and responsibilities originally imposed upon or granted to Mattamy Jacksonville, LLC, as outlined in the Agreement.

3. Amendment.

- A. Exhibit A of the Agreement, Offsite Improvements, is hereby amended as shown at **Exhibit A** attached hereto.
- B. Exhibit B of the Agreement, Amenities Facilities, is hereby amended to include the River Lodge amenity facility and other District III recreational facilities as shown at **Exhibit B** attached hereto.
- C. Composite Exhibit C of the Agreement, Additional Improvements, is hereby amended to include the Additional Improvements of District III as shown at **Composite Exhibit C** attached hereto.
- D. Composite Exhibit D of the Agreement, Methodology for Calculation of Shared Costs, is hereby replaced with the updated Methodology for Calculation of Shared Costs attached as **Composite Exhibit D** attached hereto.
- 4. **Recording.** This Acknowledgement shall be recorded in the Public Records of St. Johns County, Florida, upon execution by all Parties.
- 5. **Affirmation of the Agreement.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described herein, nothing herein shall modify the rights and obligations of the parties under the Agreement. All remaining provisions remain in full effect and fully enforceable.
- **6. Authorization.** The execution of this Amendment has been duly authorized by the appropriate body or official of the parties, all parties have complied with all the requirements of law, and all Parties have full power and authority to comply with the terms and provisions of this Amendment.
- 7. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signature pages follow]

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

	RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
Witness Signature	By: Ahmed "Mac" McIntyre Chairperson, Board of Supervisors
Witness Name Printed	Champerson, Board of Supervisors
Witness Signature	
Witness Name Printed	
	knowledged before me □ physical presence or □ online
Board of Supervisors of the Rivers Edge Co	, 2025, by Ahmed "Mac" McIntyre, as Chairperson of the mmunity Development District.
	(Official Notary Signature)
	Name:
	Personally Known
[notary seal]	OR Produced Identification Type of Identification
inotary seam	i vide of identification

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

Witness Signature	By:
	Print Name: Orville Richard ("D.J.") Smith, III
	Chairperson, Board of Supervisors
Witness Name Printed	
Witness Signature	
\mathcal{E}	
Witness Name Printed	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was a	cknowledged before me □ physical presence or □ online
notarization this day of	, 2025, by Orville Richard ("D.J.") Smith, III, as Chairperson
of the Board of Supervisors of the Rivers E	, 2025, by Orville Richard ("D.J.") Smith, III, as Chairperson dege II Community Development District.
-	
	(Official Notary Signature)
	Name:
	Personally Known
F , 13	OR Produced Identification
[notary seal]	Type of Identification

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

Witness Signature	By:
	Print Name: Orville Richard ("D.J.") Smith, III
	Chairperson, Board of Supervisors
Witness Name Printed	
W. C.	<u></u>
Witness Signature	
Witness Name Printed	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was a	acknowledged before me physical presence or online
notarization this day of	, 2025, by Orville Richard ("D.J.") Smith, III, as Chairperson Edge III Community Development District.
of the Board of Supervisors of the Rivers	Edge III Community Development District.
	(Official Notary Signature)
	Name:
	Personally Known
	OR Produced Identification
[notary seal]	Type of Identification

MATTAMY JACKSONVILLE LLC, a

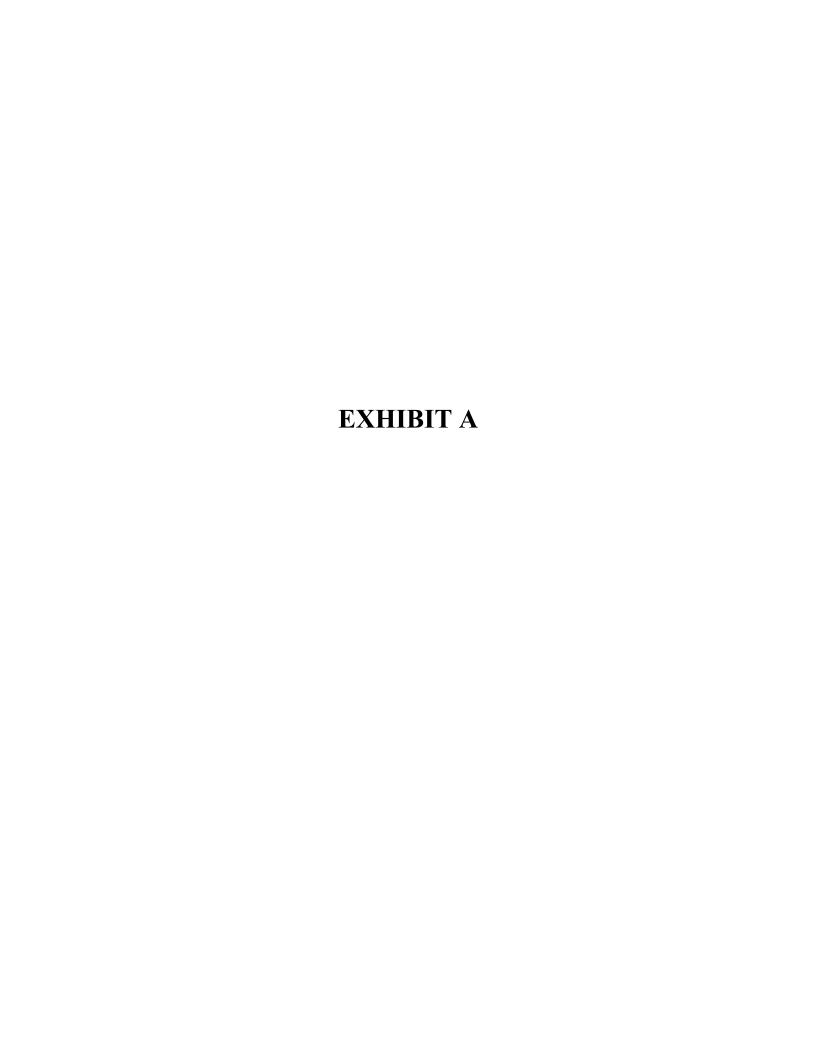
Delaware limited liability company

Witness Signature	By:
Witness Name Printed	Cliff Nelson, its Vice President
Witness Signature	
Witness Signature	
Witness Name Printed	
	wledged before me □ physical presence or □ online, 2025, by Cliff Nelson, as Vice President for re limited liability company.
	(Official Notary Signature)
	Name:
	Personally KnownOR Produced Identification
[notary seal]	Type of Identification

Exhibit A: Offsite Improvements, as amended Exhibit B: Amenities Facilities, as amended Composite Exhibit C: Additional Improvements, as amended

Composite Exhibit D: Methodology for Calculation of Shared Costs, as amended

Exhibit E: Agreement



RIVERTOWN

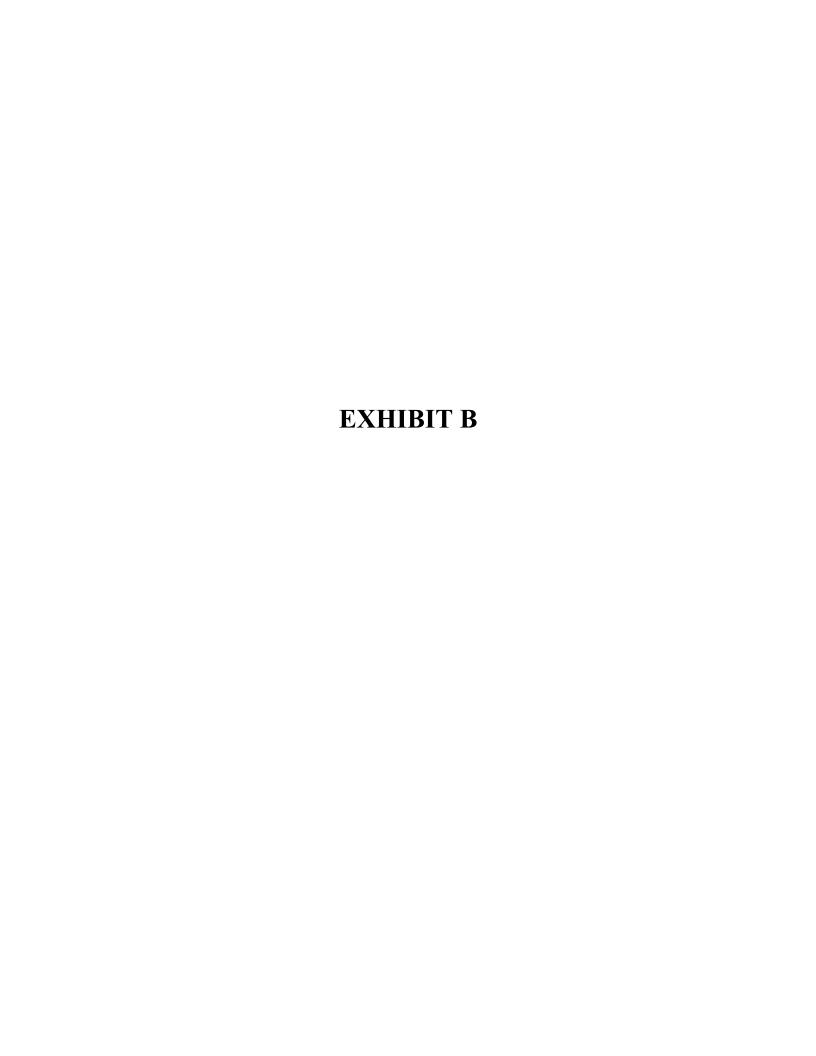
RECDD,
REII CDD & RE III CDD
SHARED OFFSITE IMPROVEMENTS

COMPOSITE EXHIBIT A

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







RIVERTOWN

RECDD, REII CDD & RE III CDD AMENITY FACILITIES

COMPOSITE EXHIBIT B

LEGEND

Existing Wetland

Wetland Buffer/Mitigation

Future Development

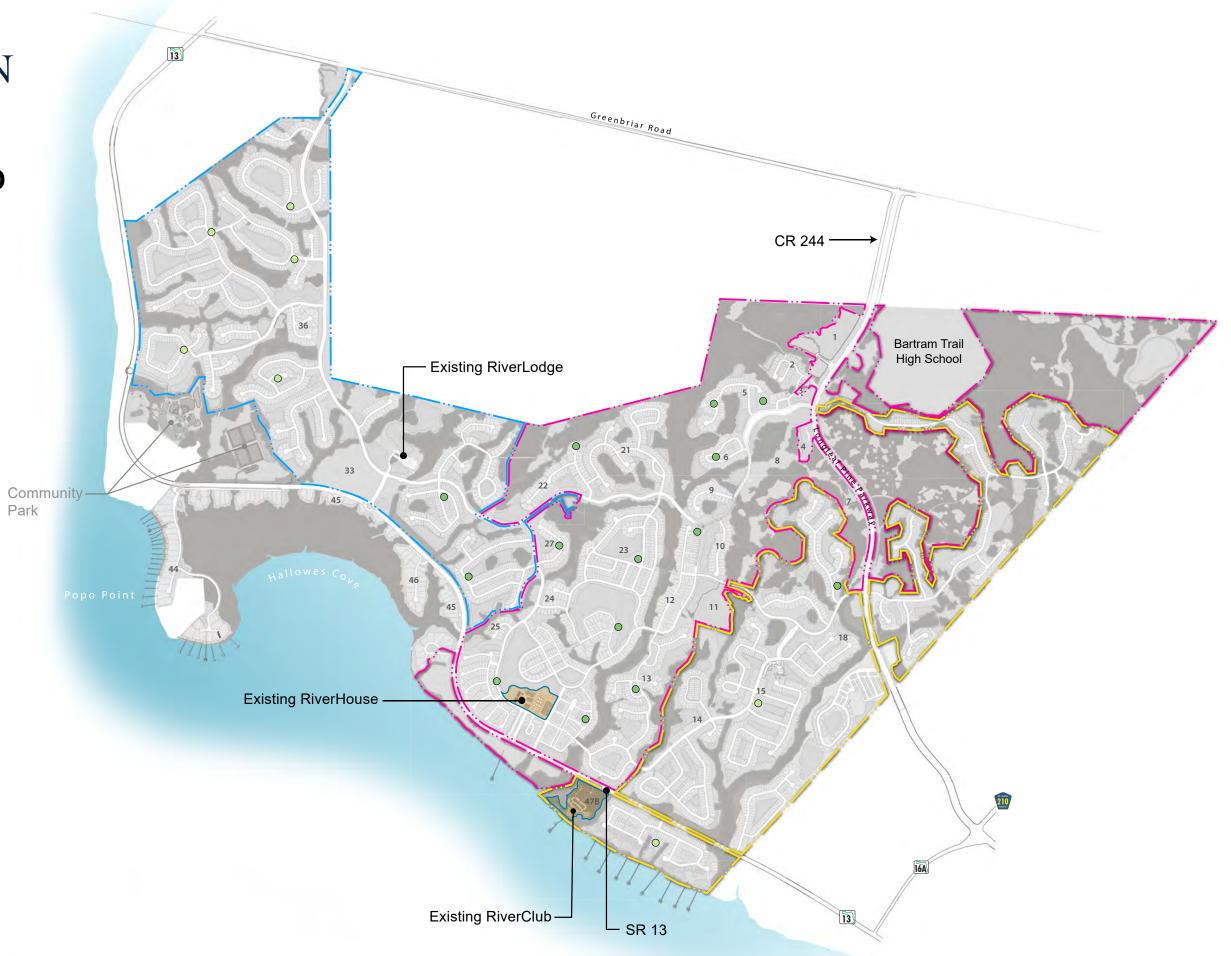
Open Space

RECDD Boundary

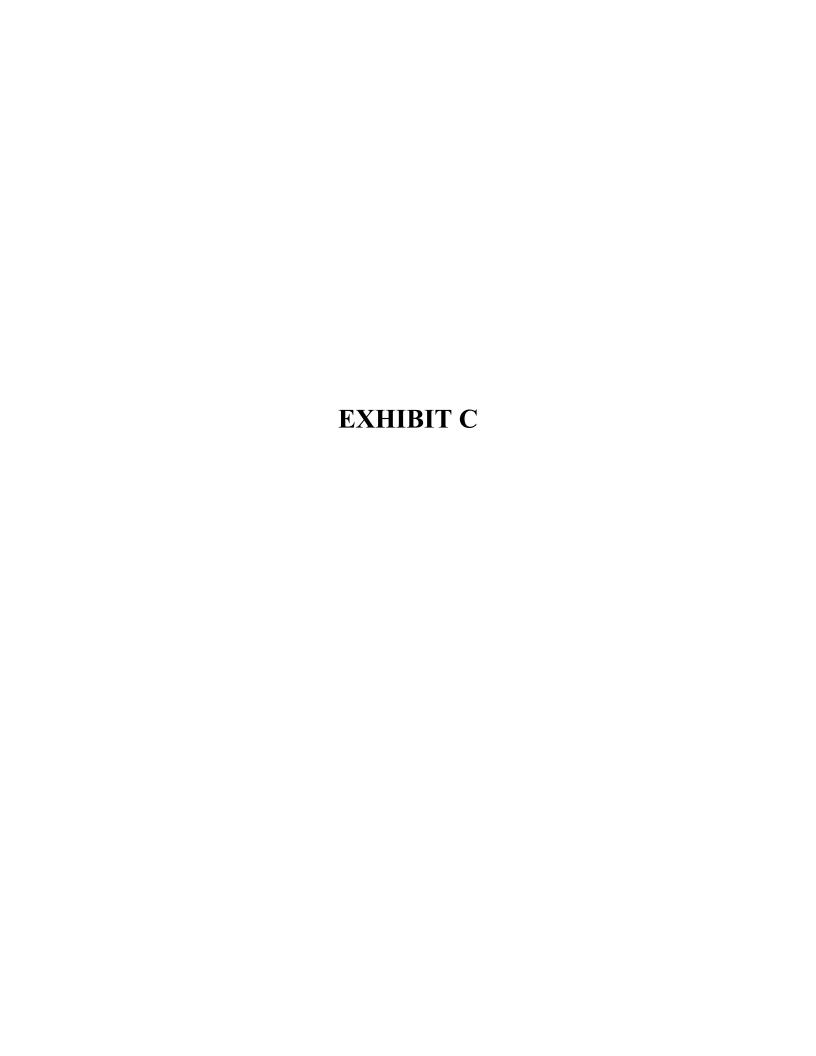
RE II CDD Boundary

RE III CDD Boundary

Shared Offsite Improvements







RIVERTOWN

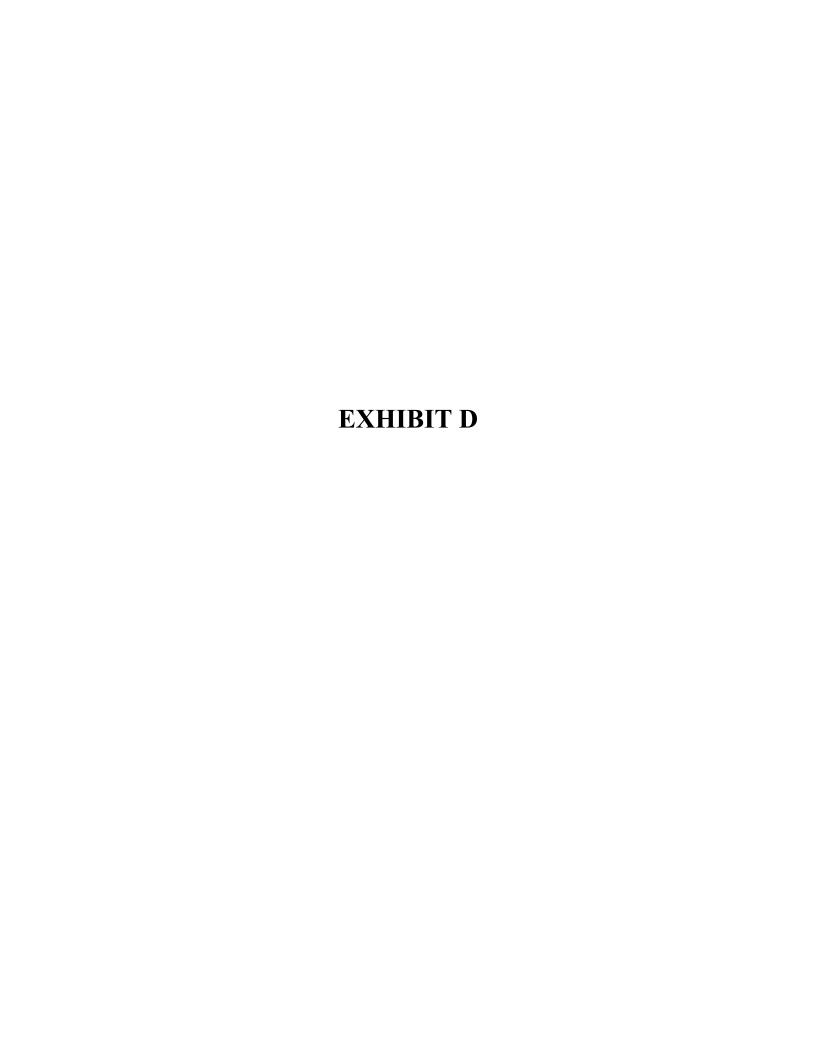
RECDD, REII CDD & RE III CDD ADDITIONAL IMPROVEMENTS

COMPOSITE EXHIBIT C

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







Rivers Edge I, II, & III Community Development Districts

Cost Sharing Operations and Maintenance Services Grounds Maintenance and Amenities Report

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

Prepared by Governmental Management Services, LLC

Table of Contents

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3.3	Amenity Allocation to the Parties	5

1.0 Introduction

1.1 The Districts

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

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

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

1.2 Executive Summary

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

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

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

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Grounds Maintenance

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

2.2 Amenities

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

3.0 Cost Sharing Allocation

3.1 Structure

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

3.2 Grounds Maintenance Allocation to the Parties

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

3.3 Amenity Allocation to the Parties

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

Exhibit A RiverTown Development Program

Original Master Plan RiverTown (a)			
Development Products	Total Planned <u>Units</u>	ERU per <u>Unit</u>	
Single Family Lot Size Residential: Front Footage			
30	56	0.62	
40	154	0.74	
45	0	0.74	
50	521	0.87	
55	0	0.87	
60	1,092	1.00	
65	0	1.00	
70	938	1.20	
80	452	1.33	
90	232	1.47	
100	166	1.66	
Custom Lots	209	1.66	
Apartments	215	0.95	
Condos	96	0.60	
Townhomes	369	0.62	
Villas	0	0.85	
Total Residential:	4,500		
Office	100,000	.18/1,000	
Retail	300,000	.25/1,000	
Commercial	100,000	.10/1,000	
Churches	2	2/Church	

Rivers Edge CDD				
Total				
Planned Total				
Units	ERUs			
Offics	ERUS			
23	14.26			
0	0.00			
512	378.88			
0	0.00			
490	426.30			
0	0.00			
194	194.00			
218	261.60			
81	107.73			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
0	0.00			
1,518	1,382.77			
1,516	1,362.77			

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

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

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

Total

(a) Historical Refernce

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

EXHIBIT B

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

FY2026 Proposed <u>Budget</u>

Rivers Edge

Grounds Maintenance

\$2,000,000 Projected

Landscaping, Lake Maintenance, Irrigation

Rivers Edge 2

Grounds Maintenance

\$900,000 Projected

Landscaping, Lake Maintenance, Irrigation

Rivers Edge 3

Grounds Maintenance

\$1,850,000 Projected

Landscaping, Lake Maintenance, Irrigation

Total CDD Cost \$4,750,000

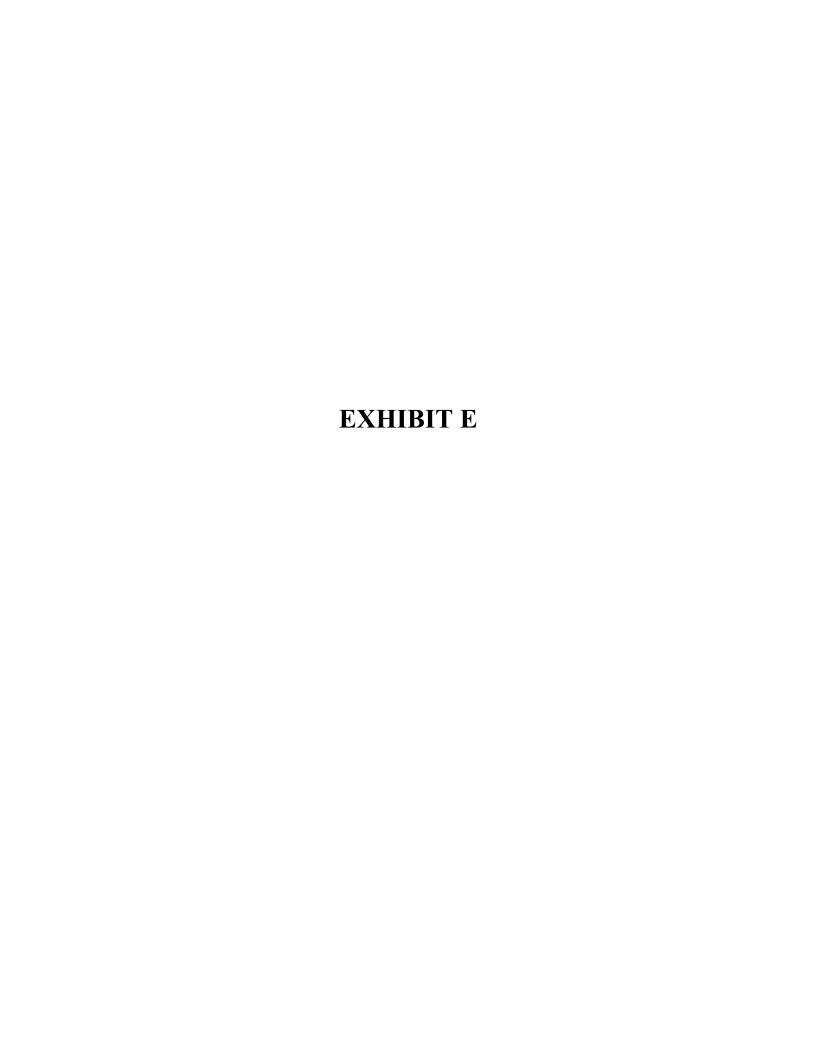
Allocation of Grounds Maintenance Costs				
	Total ERUs	<u>% ERUs</u>	Allocated Cost	Due to/(From)
Rivers Edge	1,382.77	35.50%	1,686,395.80	313,604.20
Rivers Edge 2	1,148.17	29.48%	1,400,282.81	(500,282.81)
Rivers Edge 3	1,363.85	35.02%	1,663,321.39	186,678.61
Total	3,894.79	100.00%	4,750,000.00	(0.00)

EXHIBIT C

Rivers Edge CDDs -- Cost Share of Amenities FY2026 Budget

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

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



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

(This space reserved for Clerk)

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. RECREATION USAGE RIGHTS AND LIMITATION ON USAGE RIGHTS.

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

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

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

3. DISTRICTS' OBLIGATIONS FOR AMENITY FACILITIES.

A. Rivers Edge obligations are as follows:

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

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

B. Rivers Edge II obligations are as follows:

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

C. Mattamy obligations are as follows:

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

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

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

4. MAINTENANCE CONTRACTS AND COST SHARING.

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

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

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

6. DEFAULT; CONFLICT RESOLUTION; TERMINATION.

- A. Default; Cure. A default by any party under this Interlocal Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the Parties hereto shall give the other Parties written notice of any defaults hereunder and shall allow the defaulting party not less than fourteen (14) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.
- **B.** Joint Meeting. When requested by a District Board, as evidenced by a vote of such Board, to discuss issues of concern regarding the subject of this Agreement, a "Joint Meeting" shall be called and noticed pursuant to the legal requirements of public meetings. The Parties agree to use good faith negotiation in efforts to resolve any such issues or areas of concern relating to the subject of this Agreement.
- **C.** Mediation. In the event the Parties are unable to resolve the issues which are the subject of the Joint Meeting, the Parties shall submit their dispute to mediation. The Parties agree to cooperate in the selection of a mediator, and agree to share equally in mediation expenses, including the fees of the mediator. However, each party shall be responsible for the fees of its counsel. This mediation shall be held within forty-five (45) days of the conclusion of the Joint Meeting. This provision in no way abdicates the responsibilities of each party as set forth in the Agreement.
- **D.** Mutual Termination. The Parties shall have the option of terminating this Agreement only by entering into a written Termination Agreement, jointly approved by the Parties which shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida. Recognizing that this Interlocal Agreement is necessary to ensure the continued maintenance of Improvements, including those that are required by various development approvals that service County and State roadways, the Parties agree each will continue to fund the operation and maintenance of the Improvements through and until the final resolution of disagreements hereunder. Mattamy may terminate its obligations under this Agreement upon notifying the Districts of an assignment of its rights and responsibilities under this Agreement, which assignment must be approved, reduced to writing and executed by the Districts and which approval will not be unreasonably withheld, as more particularly set forth in Section 3 herein.
- 7. INSURANCE. During the term of this Agreement, the Parties shall each maintain general liability coverage in an amount sufficient to protect its interests relative to the Improvements. Further, the Parties shall require any contractor retained to perform any of the services or other related work for the Improvements to maintain at the minimum the following insurance coverage throughout the term of this Agreement:
 - **A.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - **B.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$3,000,000 combined

- single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- **D.** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- E. Require such contractor(s) to name Rivers Edge and its supervisors, officers, staff, employees, representatives, and assigns and Rivers Edge II and its supervisors, officers, staff, employees, representatives, and assigns, and Mattamy Jacksonville, LLC and its officers, employees, representatives and assigns as additional insureds under the insurance policy.
- 8. IMMUNITY. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any Party to which such immunity may otherwise apply, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 9. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties hereto are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 10. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.
- 11. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

A. If to Rivers Edge: Rivers Edge Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301 Attn: District Counsel

B. If to Rivers Edge II: Rivers Edge II Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301 Attn: District Counsel

C. If to Mattamy: Mattamy Jacksonville, LLC

7800 Belfort Parkway, Suite 195,

Jacksonville FL 32256

Attn:

With a copy to: Mattamy Homes US

4901 Vineland Road, Suite 450

Orlando, Florida 32811 Attn: Leslie C. Candes

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

- 13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in St. Johns County, Florida.
- 14. TERM. This Agreement shall become effective as of the date first written above, and shall remain in effect unless terminated in accordance with this Agreement.
- 15. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of the other Parties. Any purported assignment without such approval shall be void. This Agreement may not be assigned, in whole or in part, by Mattamy without the prior written consent of the Districts; however, the Parties acknowledge it is the intent of Mattamy to assign this Agreement to a special district to be established in the future and consent to such assignment shall not be unreasonably withheld by the Districts.
- 16. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.
- 17. NO VIOLATION OF DISTRICT BOND COVENANTS AND NO IMPACT ON PUBLIC FACILITY STATUS. Nothing contained in this Agreement shall operate to violate any of the Districts' bond covenants. Nothing herein shall be construed to affect the status of either Districts' Amenity Facilities or other of the Improvements as "public" facilities, under the terms and conditions established by the Districts. Nothing herein shall give the Parties the right or ability to amend or revise any operating policy, rule or procedure governing the other District's recreational facilities.
- 18. ATTORNEY'S FEES. If legal action is brought by any party to enforce any provision of this Agreement, or for the breach hereof, the losing party shall pay the substantially prevailing party's reasonable attorneys' fees and court costs for trial and appellate proceedings as well as for proceedings to determine entitlement to and reasonableness of attorney fees and costs.
- 19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be

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

- 20. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- 21. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to the Districts in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT

Witness

Encyto
Print Name

By:
Chairman, Board of Supervisors

STATE OF FLORIDA COUNTY OF STATE

The foregoing instrument was acknowledged before me this 16th day of October, 2019, by Tason Sections, who is personally known to me, and who Did [v] or Did Not [] take an oath.

BK: 4832 PG: 866

of ally
Print Name:
Notary Public, State of Florida
Commission No.:

My Commission Expires:

JAMES AARON PERRY
Notary Public - State of Florida
Commission # GG 280556
My Comm. Expires Nov 29, 2022
Bonded through National Notary Assn.

Liver J. Jones.	DEVELOPMENT DISTRICT
Print Name Sach Sweeting Print Name	By: Chairman, Board of Supervisors
	dged before me this My day of October 2019, by wn to me, and who Did [v] or Did Not [] take a
JAMES AARON PERRY Notary Public - State of Florida Commission # GG 280556 My Comm. Expires Nov 29, 2022 Bonded through National Notary Assn.	Print Name: Notary Public, State of Florida
	Commission No.: My Commission Expires:
	iviy Collinassion Expires.

RIVERS EDGE II COMMUNITY

Hay M	MATTAMY JACKSONVILLE, LLC
Witness HAI NGUYEN Print Name Witness Shawn Gonsalves Print Name	By: Iff Muso ? Its: V. B.
	dged before me this <u>\$</u> day of November, 2019, nown to me, and who Did [] or Did Not X take
an oath.	
REBECCA BURDEN MY COMMISSION # GG 081483 EXPIRES: March 14, 2021 Bonded Thru Notary Public Underwriters	Print Name: Rebecta busder Notary Public, State of Florida Commission No.: My Commission Expires:

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

BK: 4832 PG: 869

Exhibit A: Offsite Improvements

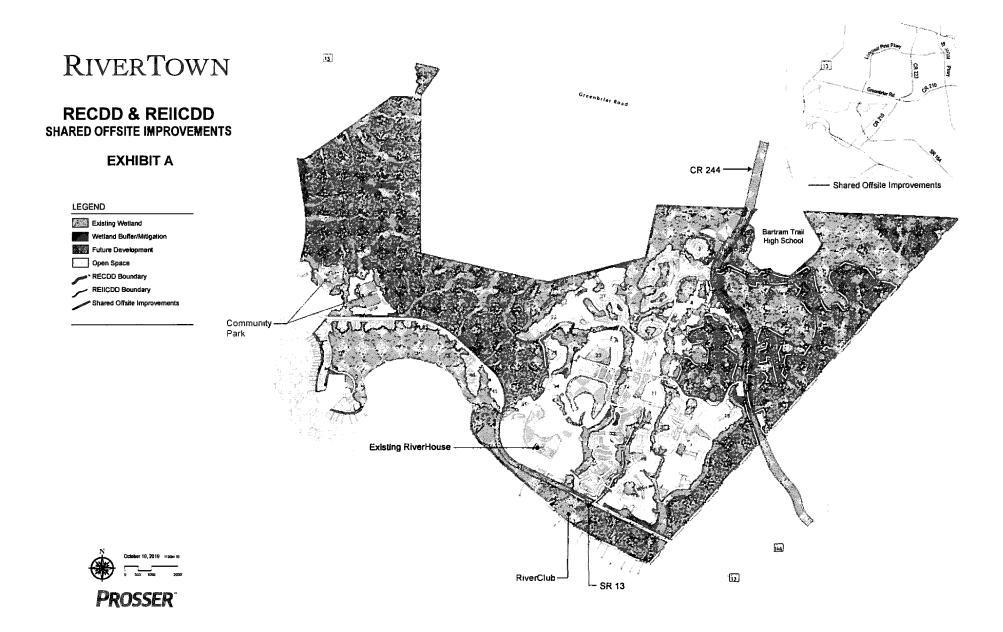
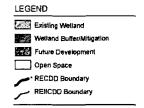


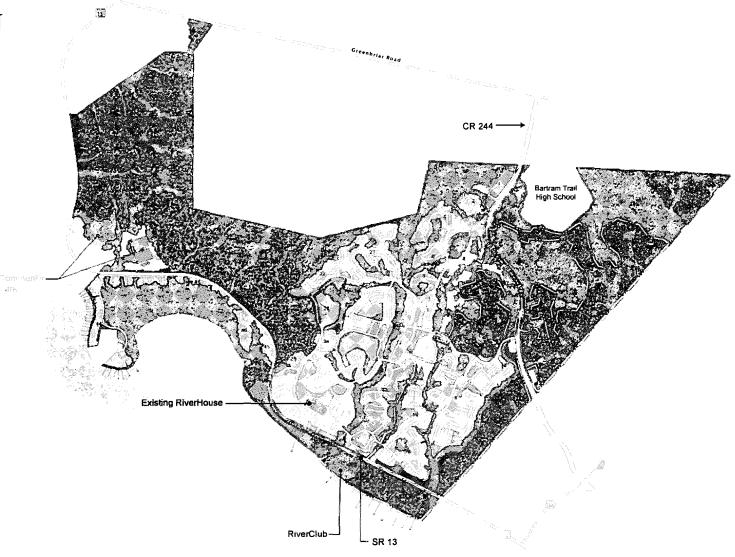
Exhibit B: Amenity Facilities

RIVERTOWN

RECDD & REIICDD AMENITY FACILITIES

EXHIBIT B

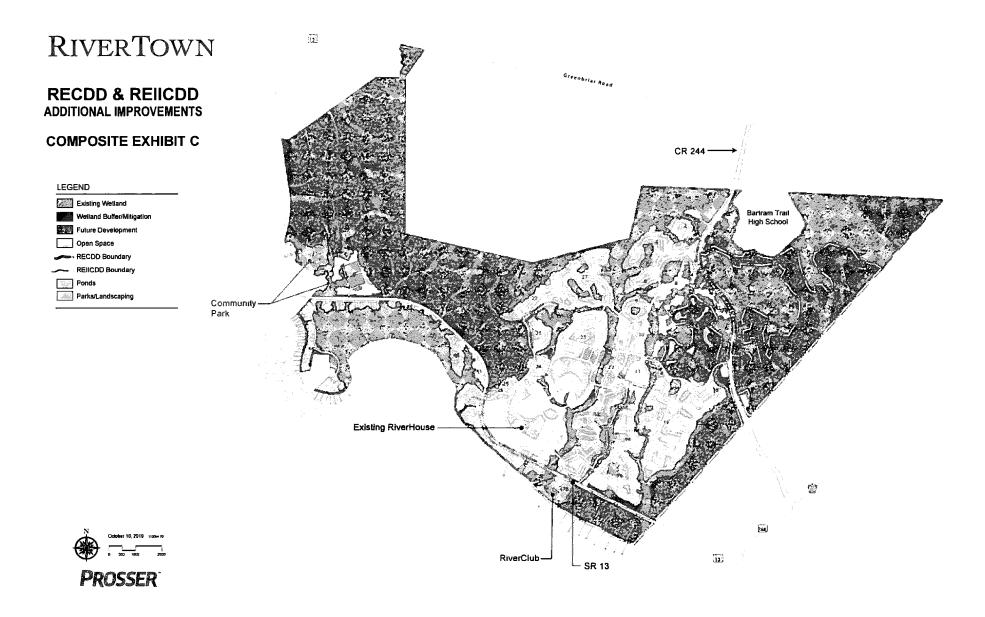






BK: 4832 PG: 873

Composite Exhibit C: Additional Improvements



BK: 4832 PG: 875

Composite Exhibit D: Methodology for Calculation of Shared Costs

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

Cost Sharing Operations and Maintenance Services Landscaping and Amenities Report

October 8, 2019

Prepared by

Governmental Management Services, LLC

(a) In process of formation with St Johns County

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1.0 Introduction

1.1 The Districts

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

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

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

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

1.2 Executive Summary

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

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

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Landscaping/Irrigation/Stormwater

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

2.2 Amenities

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

3.0 Cost sharing Allocation

3.1 Structure

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

3.2 Landscaping/Irrigation/Stormwater Allocation to the Parties

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

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

3.3 Amenity Allocation to the Parties

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

EXHIBIT A

RiverTown Development Program

Orlginal Ma	ster Plan Riv	verTown (a)		Rivers E	dge CDD		Rive	ers Edge II CDD		Rivers Edg	je III CDD	Total Riv	ers Edge
Development Products	Total Planned <u>Units</u>	ERU per <u>Vnit</u>	Total <u>ERU's</u>	No. of Units Platted	Planned Units to be Platted	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
Single Family Lot Size Residential: Front Footage													
30	50	0.62	34.72	23	0	23	14 26	172	106.64	o	0	195	120.9
40	154	0.74	113 96	57	154	211	156 14	0	0.00	987	730.38	1,198	886.52
45	D	6.74	۵		338	338	250.12	407	301 18	0	0	745	551.3
50	521	9.87	453.27	184	39	223	194.01	0	0.00	556	483.72	779	677.73
55	D	0.87	a	0	258	256	222 72	359	312 33	0	0	615	535 05
60	1,092	1	1092	81	118	197	197.00	0	9.00	167	167	394	364
45	0	1	a	•	2	Z	2 00	O	0.00	0	0	2	2
70	938	1.2	1125 6	103	102	205	246 00	75	90.00	59	70.8	339	406.8
89	452	1.33	501 15	21	57	78	103 74	41	54 53	19	25.27	138	183 54
90	232	1.47	341,04	0	0	0	0.00	0	0.00	•	9	0	0
160	186	1.66	275.56	0	0	0	0.00	0	0.00	0	0	0	0
Custom Lots	209	1.86	348 94	0	9	0	0 00	9	0 00	•	•	0	0
				_		_				_	_	0	6
Apariments	215	0 95	204.25	0	0	0	0.00	0	0 00	G	0	0	
Condos	96	0.6	57.6	0	0	0	0.00	0	0.00	9	-	0	
Townhomes	369	0.62	228.78	0		•	9.00	664	411 68	-	0	064	411 68
Villan	a	0.85	0	0	0	0	6.00	0	0	0	0	0	0
Total Residential:	4,500		4,875	489	1,054	1,533	1,385.99	1.718	1,276 36	1,789	1,477.17	5,039	4,139,52
Office	100,000	18/1,000	18										
Retail	300,000	25/1.000	75										
Commercial	100,000	10/1,000	10										
Churches	2	2/Church	4										

Total

4,982

(a) Historical Referece

	Total ERUs	% ERUs
Rivers Edge CDD	1,385.99	33.48%
Rivers Edge II GDO	1,276 36	30.83%
Rivers Edge III CDD	1 477 17	35.68%
Total	4.139 52	100 00%

Prepared By Governmental Management Services, LLC

EXHIBIT B

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

COSTS REDUCED BY 20% FROM CURRENT ESTIMATES

Rivers Edge :		FY 2020 Proposed Budget
Landscaping Master Additional Landscaping	Total	\$770,270 \$955,440 \$1,725,710
Rivers Edge II: Landscaping Master Additional Landscaping	Total	\$129,289 \$602,712 \$732,001
Rivers Edge III: Landscaping Master Additional Landscaping	Total	\$238,445 \$747,036 \$985,481
	Total CDD 1,23	\$3,443,191

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

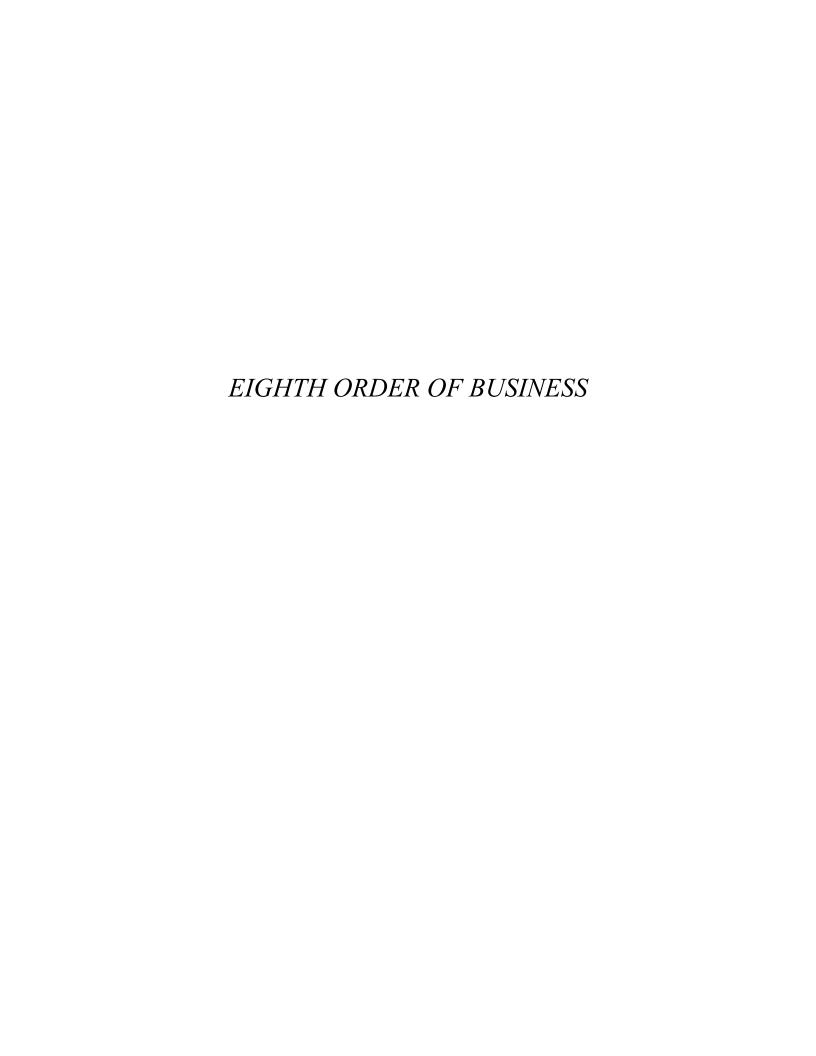
	of Landscaping Costs	,		
	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due to/(From)
Rivers Edge CDD	1,385.99	33.48%	\$1,152,846	\$572,864
Rivers Edge 2 CDD	1,276.38	30.83%	\$1,081,657	-\$329,656
Rivers Edge 3 CDD	1,477.17	35,68%	\$1,228,688	-\$243,207
Total	4,139.52	190,00%	\$3,443,191	\$0

EXHIBIT C

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

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

Allocation of	Current and Futu	re Amenity C	osts RE 1,2 & 3	
	<u>Total ERUs</u>	<u>% ERUs</u>	Cost Share RE, RE2 & 3	Amounts Due (From) / To Cost Share RE, RE2 & 3
Rivers Edge CDD	1,385 99	33 48%	\$508,306	\$269,996
Rivers Edge 2 CDD	1,276 36	30 83%	\$468 100	-\$28,250
Rivers Edge 3 CDD	1.477.17	35 68%	\$541.746	-\$241,746
Total	4,139.52	100 00%	\$1,518,152	\$0



COST-SHARE STATUS COVER SHEET

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

Pr	Maintenance Vehicle Replacement
1.	Is the cost for this work intended to be shared?
	■ Yes (Please proceed to question 2)
	□ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)
2.	If yes, please check one of the following:
	■ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the <i>Interlocal Agreement</i> , and such Shared Costs are budgeted expenses in the current fiscal year budget.
	☐ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).
	[End of Cover Sheet]

Rivers Edge Community Development District Maintenance Vehicle Purchase Cost Analysis

2025 Toyota Tacoma 4X2

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

^{*} Vehicles are identical with standard equipment and all options

^{*}Sales Price includes trade-in

BUYER CO-BUYER					Deal #:	2068	16
KEVIN MCKENDREE 160 RIVERGLADE RUN SAINT JOHNS, FL 32259 Cell #: (904) 607-1038					Deal Type: Retail Deal Date: 10/14/2025 Print Time: 05:10pm		
				Salesperson: D	OUGLAS W MILLER	2	thy 102 to 100
VEHICLE							
New Stock #:	Description	Description:		VIN:		Mileage:	
2537500	-	2025 TOYOTA TACOMA 4X2		3TYKD5HN8ST037599		0	
Demo 2337399	a expressoration		TRADE		OB VORTING IN VIOLENCE VIOLENC		
		IKA	DE				
Vehicle: VIN: Mileage: 0 Allowance: \$ Payoff: \$ 0.00							
AFTERMARKET	S						
			Sale Price:			\$	34,675.50
			Total Financed Aftermarkets:			\$	0.00
			Total Trade Allo		\$	8,000.00	
			Trade Differer		\$	26,675.50	
		n	Doc Fee:		\$	999.00	
			State & Local Ta		\$	0.00	
			Total License an		\$ \$	525.50 28, 000 .0 0	
			Total Cash Pri	ce:		Þ	20,000.00
			Total Trade Pay		\$	0.00	
Total Aftermarkets:	tal Aftermarkets: \$ 0.00		Delivered Price:			\$	28,000.00
Total Attermarkets:	\$	0.00					
			Cash Down Payı	ment + Deposit:		\$	0.00
			Sub Total:			\$	28,000.00
							2.25
			Service Agreeme			\$	0.00
Rate:		20,000,00	Maintenance Agreement:		\$	0.00	
Amount Financed:	\$	28,000.00	GAP Insurance: Credit Life, Accid			\$	0.00
			Other:	uent & riediui.		₽	0.00
			Amount Finan	ced:		\$	28,000.00

BUYER		CO-BI	UYER			Deal #:	2068	316
KEVIN MCKEND	REE					Deal Type:	Reta	il
160 RIVERGLADE	RUN					Deal Date:	10/1	4/2025
SAINT JOHNS, FL	. 32259					Print Time:		0pm
Cell #: (904) 607-1038							орт
Email: Kmcl	kendree@vestapropertyservice	es.com			Salesperson:	DOUGLAS W MILLE	R	
			VEHI	CLE				
New	Charle #	Dossintian			VIN:		м	ileage:
Used	Stock #: 2536514	Description: 2025 TOYOTA 7	TACOMA	ועט	3TYKD5HN2ST0	26514	1.1	neage.
Demo	2530514	2023 TOTOTA			511KD3HN2310.			
			TRA	DE				
	AFTERMARKE	TS	, T1161-2	Sale Price: Total Financed Total Trade Allo Trade Differe	owance:		\$ \$ \$ \$	32,675.50 0.00 0.00 32,675.50
				Doc Fee:			\$	999.00
				State & Local T			\$	0.00 325.50
				Total License a Total Cash Pr			\$	34,000.00
				Total Cash Fi	ice.		7	3 1,000.00
				Total Trade Pay	yoff:		\$	0.00
Total Aftermark	rote.	\$	0.00	Delivered Pri	ce:		\$	34,000.00
Total Arternati	.ccs.	*	0.00	Cash Down Pay	yment + Deposit:		\$	0.00
				Sub Total:			\$	34,000.00
				Service Agreem	nent:		\$	0.00
Rate:				Maintenance A			\$	0.00
Amount Financed	:	\$ 34	1 ₀ 00.00	GAP Insurance	:		\$	0.00
				Credit Life, Acc	ident & Health:		\$	0.00
				Other:			\$	0.00
				Amount Final	nced:		\$	34,000.00



TACOMA SR

4X2 DOUBLE CAB

3TYKD5HN8ST037599

YR/MDL: 2025/7186G

UNDERGROUND/FA20 (01L7/20)

FINAL ASSEMBLY POINT: GUANAJUATO, MEXICO

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

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

Frontal Crash

Crash

Driver Passenger

Based on the risk of injury in a frontal impact.

Should ONLY be compared to other vehicles of similar size and weight. Side

Front seat Rear seat

Based on the risk of injury in a side impact

Rollover

Not Rated

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

Star ratings range from 1 to 5 stars (*****) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

STANDARD EQUIPMENT

UNLESS REPLACED BY OPTIONAL EQUIPMENT

MECHANICAL & PERFORMANCE

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

SAFETY & CONVENIENCE

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

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

INTERIOR

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

For Full Product Details: Please Visit Toyota.com/Tacoma ***Full Tank of Gas***

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

FE 50 State Emissions

SOUTHEAST TOYOTA DISTRIBUTORS, LLC MANUFACTURER'S SUGGESTED RETAIL PRICE

\$33,790.00 **DISTRIBUTOR'S OPTIONS** 699.00

XY900 TOYOGUARD Platinum Includes:

2 Oil and Filter Changes at any Toyota Dealer

Four Tire Rotations

Roadside and Rental Car Assistance Exterior Paint Sealant and Interior Protector

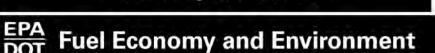
Multimedia Screen Protector Phone Cable Charge Package

Contents:

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

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

SiriusXM w/3-Month Trial





Gasoline Vehicle

Fuel Economy

4.3 gallons per 100 miles

MPG

city

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

26

highway

You spend

more in fuel costs over 5 years

compared to the average new vehicle.

Annual fuel COST

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only 5



10

icle emits 394 grams CO, per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

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

fueleconomy.gov
Calculate personalized estimates and compare vehicles









10

MANUFACTURER'S SUGGESTED RETAIL PRICE

\$33,790.00

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

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

TOTAL DISTRIBUTOR'S OPTIONS DELIVERY, PROCESSING AND HANDLING FEE DESTINATION FUEL SURCHARGE

TOTAL SUGGESTED RETAIL PRICE \$ 36,292.00

1,595.00

DELIVERED BY TRUCK TO: 09231

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



TML1E1N2S0F0W0

New 2025 Toyota Tacoma SR Double cab 5-ft bed

Stock: 2537599

\$36,292

LEARN MORE



Specs & Key Features

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



Tow Package



Collision Avoidance

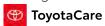






Cruise Control

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







Adaptive Cruise Control



Push Start



Android Auto



Apple Car Play



Satellite Radio



Alloy Wheels





MPG FUEL ECONOMY

20

26 HWY **23**



HORSEPOWER

2<u>2</u>8

8

243 Torque

BEAVER TOYOTA

ST. AUGUSTINE

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



We are Fast, Fair and Transparent.



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



& Customer Service on every New Vehicle we sell.



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



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



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

Just ask!



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



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



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



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

Vehicle Options

Installed Options

50 State Emissions

Installed: Factory

50 State Emissions

6-Gallons of Gas

Installed: Local 6-Gallons of Gas

Phone Cable Charge Package \$79

Installed: Local

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

Includes:

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

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

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

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

SET Digital Portfolio

Installed: Local SET Digital Portfolio

TOYOGUARD Platinum

\$699

Installed: Local

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

Exterior Protection

Interior Protection

Roadside Assistance

Rental Car Assistance

Oil Changes

Tire Rotations

Multimedia Screen Protector \$129

Installed: Local

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

Scratch and impact protection

Anti-glare reducing reflections in bright conditions

Anti-smudge and fingerprint resistance

Quick to clean

Glass surface imparts a high-quality feel

	ANCE o Qualify For		Zip Code 32084
\$1000	Holiday Bonus Cash Effective Dates: 2025/11/04 - 2025/12/01	OFFER DETAILS	DO I QUALIFY?
\$500	Military Rebate Effective Dates: 2025/11/04 - 2025/12/01	OFFER DETAILS	DO I QUALIFY?
\$500	College Rebate Effective Dates: 2025/11/04 - 2025/12/01	OFFER DETAILS	DO I QUALIFY?

OUR CUSTOMERS LOVE US



900 Marketplace Dr. St. Augustine, FL 32084

CALL NOW: (904) 863-8494

Vehicle Description

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

4.9 Star Dealer Rater Reviews, 4.7 Star Google Reviews.

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

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

20/26 City/Highway MPG

Vehicle Features

Interior



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

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

Manual day/night rearview mirror

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

Polyurethane manual tilt/telescopic steering wheel with phone, audio,

display/infotainment, and Driver Assist controls

Smart Key System on driver door with Push Button Start

Dual USB-C ports with power delivery

Exterior

17-in. styled alloy wheels

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

5-ft. bed

LED bed lighting

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

Lightweight "TACOMA" stamped tailgate

Mechanical

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

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

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

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

suspension

Stabilizer: Front stabilizer

Safety

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

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

Backup Guide Monitor

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



Factory Warranty

Basic warranty

36 month/36,000 miles Powertrain warranty

60 month/60,000 miles

Maintenance warranty

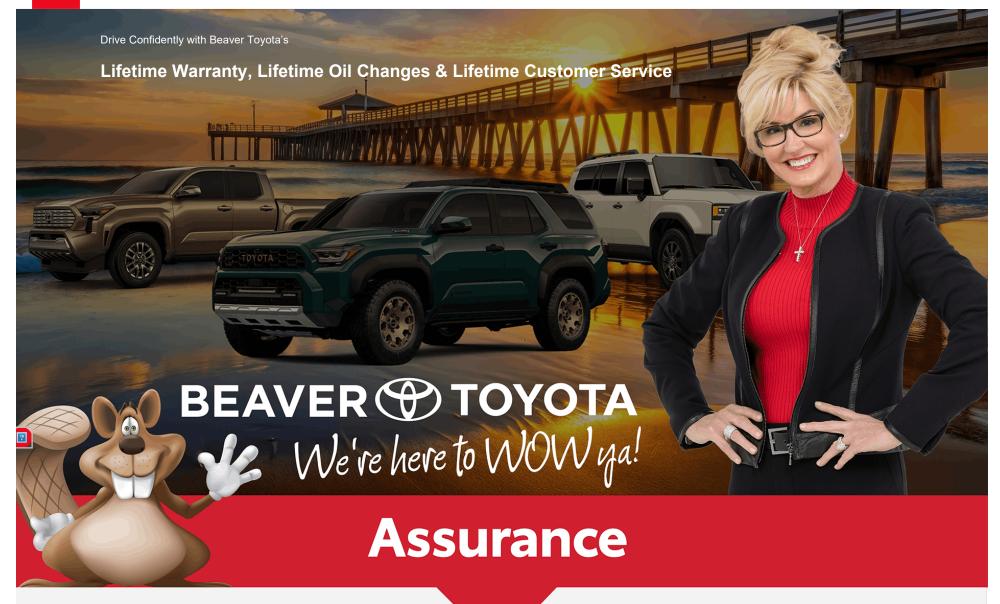
24 month/25,000 miles

Disclaimers



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





Limited Lifetime Warranty

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

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

New vehicles carry a LIFETIME Powertrain Warranty, which covers the most essential components, including the Engine, Transmission, and both Front and Rear

Drive Systems. Protection and Peace of Mind for as long as you own your vehicle.

New Toyotas only. See Warranty for complete details.

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

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

Lifetime Oil Changes

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

Benefits



Interior LED Lighting Package

Brighter, longer-lasting bulbs.



Increases tread life and maximizes fuel economy.



Accent Stripe

Adds personalized appeal.



Xpel Premium Window Tint

Blocks harmful UV rays & reduces interior temperature.



Rental Car Coverage

Courtesy rental car for services over \$500.



Genuine All-Weather Floor Mats

Protects the floorboard from stains and excess wear.



Xpel Hood Protection*

Protects hood from scratches caused by road debris.



Xpel Mirror Protection*

Protects mirrors from scratches caused by road debris.



Xpel Door Cup Protection*

Protects door cups from scratched paint.

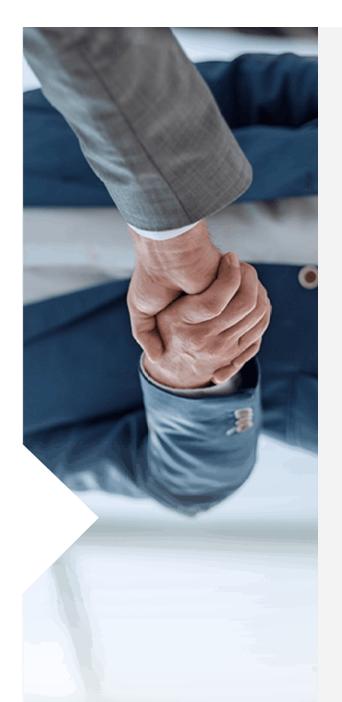


Xpel Door Edge Protection*

Protects door edge from dings.

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

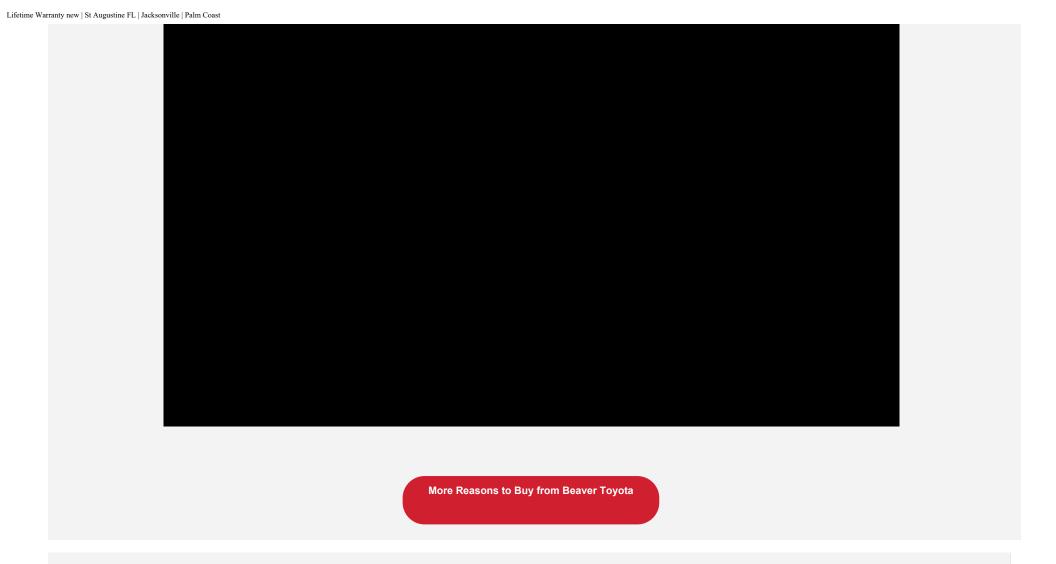
Lifetime Customer Service



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

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

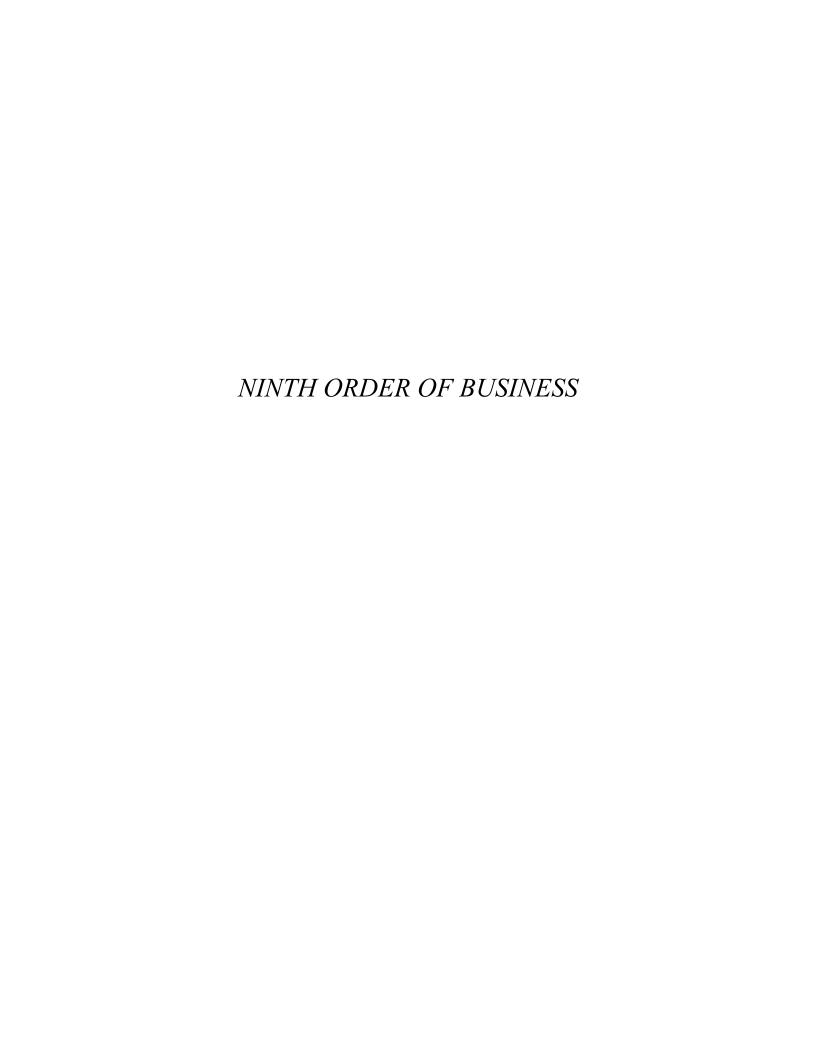
Beaver Toyota St. Augustine at (904) 863-8494.



See image below for average costs of repairs.

Service Type	Average Cost
Oil Change	\$100
Axle repair	\$250-\$1,300
Axle replacement	\$500-\$2,500
Engine replacement	\$5,000-\$10,000+
Transfer case replacement	\$2,000-\$8,000
Transmission replacement	\$3,000-\$9,000+

^{*}Lifetime warranty and oil changes excluded from commercial, fleet and associate purchases.



RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2025 BUDGET; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge II Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted a final budget ("Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"); and

WHEREAS, the Board desires to amend the Fiscal Year 2025 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2025; and

WHEREAS, pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2025 Budget within sixty (60) days following the end of Fiscal Year 2025; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2025 Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

- **a.** The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- **b.** The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025.
- **c.** The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for Rivers Edge II Community Development District for the Fiscal Year Ending September 30, 2025, as amended and adopted by the Board of Supervisors effective November 19, 2025."

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$3,738,994
DEBT SERVICE FUND – SERIES 2020	\$785,987
DEBT SERVICE FUND – SERIES 2021	\$797,704
CAPITAL RESERVE FUND	\$240,663
TOTAL ALL FUNDS	\$5,563,348

SECTION 3. CONFLICTS. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 19th day of November 2025.

ATTEST:	RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2025 Budget

EXHIBIT A
Amended Fiscal Year 2025 Budget

Rivers Edge II Community Development District

FY 2025 Budget Amendment

Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund

Description		dopted FY 25 Budget	Increase/ (Decrease)	Ar	nended FY 25 Budget	Actual 9/30/25
Revenues						
Special Assessments - Tax Roll Special Assessments - Direct Bill Developer Contributions Café Gross Sales Miscellaneous Income Insurance Proceeds Interest	\$	1,055,360 185,789 1,286,220 517,856 5,000	\$ 18,139 - 184,565 430,163 (3,462) 52,859 1,504	\$	1,073,498 185,789 1,470,785 948,019 1,538 52,859 6,504	\$ 1,073,498 185,789 1,470,785 948,019 1,538 52,859 6,504
Total Revenues	\$	3,055,225	\$ 683,769	\$	3,738,993	\$ 3,738,994
<u>Expenditures</u>						
General & Administrative:						
Supervisor Fees FICA Expense District Engineering District Counsel District Management Construction Accounting Assessment Roll Administration Dissemination Agent Information Technology Website Administration Annual Audit Trustee Fees Arbitrage Rebate Telephone Postage & Deleivery Printing & Binding Insurance General Liability Legal Advertising Other Current Charges Office Supplies Dues, Licenses & Subscriptions	\$	15,000 30,000 39,326 3,710 5,618 5,618 2,022 1,348 5,000 10,000 1,200 200 500 250 7,961 2,500 500 150	\$ 5,000 383 2,000 5,000 - - 1,150 749 500 (880) - (142) 910 659 (216) 1,672 - (142)	\$	5,000 383 17,000 35,000 39,326 3,710 5,618 6,768 2,772 1,848 4,120 10,000 1,200 58 1,410 909 7,745 4,172 500 8 175	\$ 5,000 383 15,535 30,387 39,326 5,618 6,768 2,772 1,848 4,120 3,081 600 58 1,410 909 7,745 4,172 11 8 175
Total General & Administrative	\$	131,079	\$ 16,642	\$	147,721	\$ 129,926
Operations & Maintenance		·	·		·	
Ground Maintenance: Cost Share Landscaping - Rivers Edge Field Operations Management (Vesta) Landscape Maintenance Lake Maintenance Landscape Contingency Irrigation Repairs and Replacement Irrigation Water Use Streetlighting	\$	801,623 39,438 424,716 23,000 80,000 37,000 70,000 28,000	\$ 10,000 65,000 12,225	\$	801,623 39,438 424,716 33,000 145,000 49,225 70,000 28,000	\$ 801,623 39,438 421,074 30,920 132,944 49,225 47,495 23,934
Total Ground Maintenance	\$	1,503,777	\$ 87,225	\$	1,591,002	\$ 1,546,653

Rivers Edge II Community Development District

FY 2025 Budget Amendment

Statement of Revenues, Expenditures, and Changes in Fund Balance General Fund

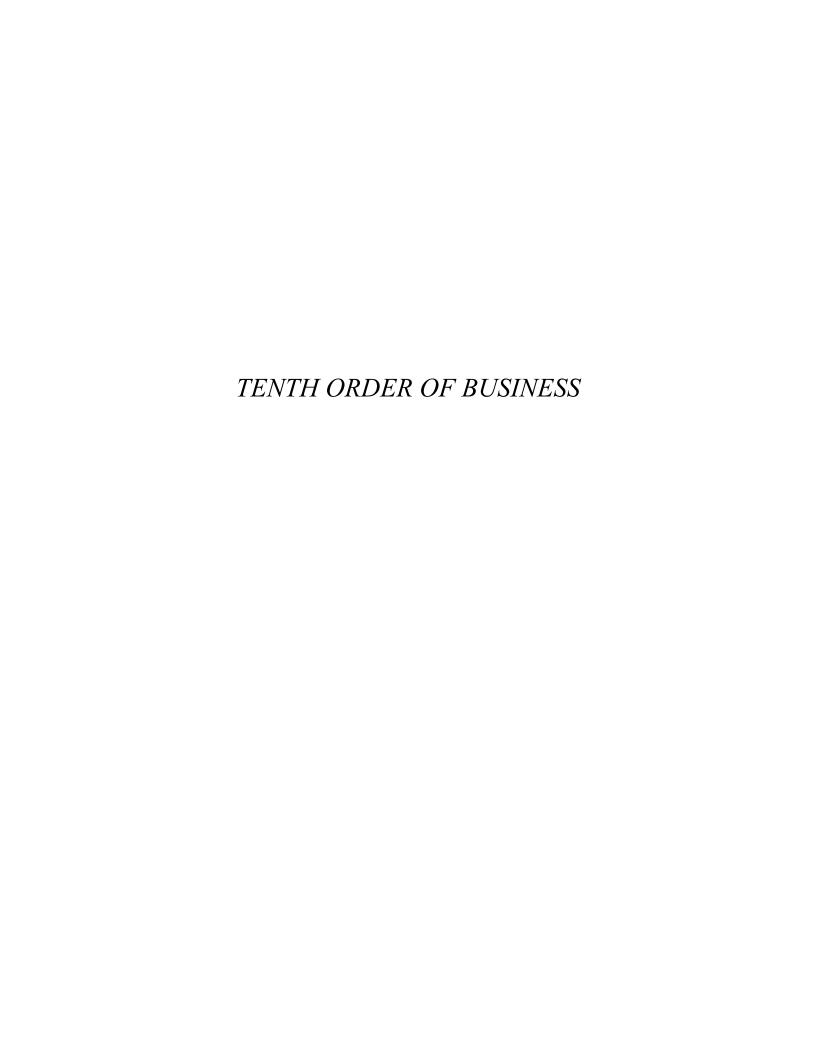
Description	Ad	dopted FY 25		Increase/	An	nended FY 25		Actual
Description Amonity Conton		Budget		(Decrease)		Budget		9/30/25
Amenity Center: Cost Share Amenity - Rivers Edge	\$	88,478	\$		\$	88,478	\$	88,478
	Ф	46,793	Ф	- 1 FFF	Ф	·	Ф	
General Manager (Vesta) Amenity Manager (Vesta)				1,555		48,348		48,348
, ,		29,632 103,123		-		29,632 103,123		29,632 103,123
Maintenance Service (Vesta) Lifestyle Director (Vesta)		43,329		-		43,329		43,329
Facilities Attendant (Vesta)		113,852		-		113,852		113,852
		5,000		-		5,000		420
Security Monitoring		12,721		- 554		13,274		13,274
Telephone Insurance		78,540		(5,217)		73,323		73,323
Pool Chemicals (Poolsure)		10,000		5,000		75,525 15,000		73,323 13,734
				5,000		·		
Janitorial Services (Vesta)		32,875		-		32,875		32,875
Access Cards		3,500		-		3,500		-
Window Cleaning		3,500		1.462		3,500		- 5 462
Natural Gas		4,000		1,463		5,463		5,463
Electric		28,000		-		28,000		24,933
Water & Sewer		17,000		-		17,000		13,971
Repair and Replacements		75,000		60,000		135,000		107,784
Refuse		20,000		396		20,396		20,396
Pest Control		1,920		1,000		2,920		2,154
License & Permits		1,000		-		1,000		350
Other Current		500		- -		500		-
Special Events		30,000		5,000		35,000		32,109
Holiday Decorations		23,000		6,974		29,974		29,974
Office Supplies & Postage		750 5 000		-		750		295
Contingency		5,000		-		5,000		1,305
Total Amenity Center	\$	777,513	\$	76,724	\$	854,237	\$	799,122
Café Operations:								
Café-Cost of Goods Sold	\$	239,259	\$	92,560	\$	331,819	\$	331,819
Café-Labor		241,176		199,290		440,466		440,466
Café-Bank Fees		22,631		14,126		36,757		36,757
Other Expenses related to Café Operations		2,550		(1,690)		860		860
Café Management		12,240		(12,240)		-		_
Total Café Operations	\$	517,856	\$	292,046	\$	809,902	\$	809,902
Other Financing Sources/(Uses):								
Capital Reserve Funding	\$	125,000	\$	-	\$	125,000	\$	125,000
Total Other Financing Sources/(Uses)	\$	125,000	\$		\$	125,000	\$	125,000
Total Other Financing Sources/ (Uses)	Þ		J		Φ	143,000	3	143,000
Total Expenses	\$	3,055,225	\$	472,638	\$	3,527,862	\$	3,410,604
Excess Revenues (Expenditures)	\$	0	\$	211,131	\$	211,131	\$	328,390
Fund Balance - Beginning	\$	(0)	\$	(211,131)	\$	(211,131)	\$	389,491
Fund Balance - Ending	\$	-	\$	-	\$	-	\$	717,881

Rivers Edge II Community Development District

FY 2025 Budget Amendment

Statement of Revenues, Expenditures, and Changes in Fund Balance Capital Reserve Fund

Description	Adopted FY 25 Budget		Increase/ (Decrease)		Amended FY 25 Budget		Actual 9/30/25	
Revenues								
Capital Reserve Funding Developer Contributions Interest	\$	125,000 - 1,000	\$	114,016 647	\$	125,000 114,016 1,647	\$	125,000 114,016 1,647
Total Revenues	\$	126,000	\$	114,663	\$	240,663	\$	240,663
Expenditures								
Repair and Replacements Capital Outlay	\$	50,000 -	\$	- 215,098	\$	50,000 215,098	\$	27,308 215,098
Total General & Administrative Expenditures	\$	50,000	\$	215,098	\$	265,098	\$	242,406
Excess Revenues (Expenditures)	\$	76,000	\$	(100,435)	\$	(24,435)	\$	(1,743)
Fund Balance - Beginning	\$	193,794					\$	162,933
Fund Balance - Ending	\$	269,794					\$	161,190



KUTAKROCK

Kutak Rock LLP

107 West College Avenue, Tallahassee, Florida 32301 office 850.692.7300

> **Lindsay Whelan** 850.692.7300 lindsay.whelan@kutakrock.com

October 27, 2025

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

Re: Request to Amend the Boundaries of the Rivers Edge II Community Development District

Dear Board of Supervisors:

My firm represents Mattamy Jacksonville LLC (the "Landowner"), which is a landowner within and the developer of the lands within the Rivers Edge II Community Development District (the "District"). The Landowner desires to pursue the removal of approximately 298.07 acres from the District boundary (the "Boundary Amendment"). The Boundary Amendment is necessary to provide the Landowner with greater flexibility and efficiency for its future administration and planning of the lands proposed to be contracted.

The Landowner desires to seek the boundary amendment on its own behalf, and at its own cost and expense. The Landowner would like to make the Board aware of the Landowner's planned Boundary Amendment, and respectfully requests that the Board consent to the Landowner's pursuance of same.

Accordingly, please see the enclosed documents for the Board's review relative to this request:

- 1. Legal description of the proposed contraction parcel; and
- 2. Boundary amendment funding agreement; and
- 3. Resolution consenting to boundary amendment.

The Landowner respectfully requests that this letter and accompanying documents be placed on the District's next Board meeting agenda for consideration. Should you have any questions, please feel free to contact me at 850-692-7308 or <u>Lindsay.Whelan@kutakrock.com</u>.

Sincerely,

Lindsay Whelan

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Enclosures

Enclosure 1

Legal description of the proposed contraction parcel

RIVERTOWN
RIVERS EDGE II CDD (PARCEL THREE)

A PARCEL OF LAND, BEING A PORTION OF THE FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OR REFERENCE, COMMENCE AT THE INTERSECTION OF THE MONUMENTED EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, WITH THE EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AS DEDICATED TO ST. JOHNS COUNTY, FLORIDA, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 1329 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, NORTH 23°35'20" WEST, A DISTANCE OF 773.66 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;

COURSE NO. 2: RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 3,435.00 FEET, THROUGH A CENTRAL ANGLE OF 03°47'30" TO THE RIGHT, AN ARC DISTANCE OF 227.311 FEET, TO THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°41'35" WEST, 227.27 FEET;

FROM THE POINT OF BEGINNING, THUS DESCRIBED, CONTINUE NORTHERLY, ALONG THE EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AND CONTINUING NORTHERLY, ALONG AND AROUND THE LAST SAID CURVE, HAVING A RADIUS OF 3,435.00 FEET, THROUGH A CENTRAL ANGLE OF 25°31'47" TO THE RIGHT, AN ARC DISTANCE OF 1,530.54 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°09'27" WEST, 1,517.94 FEET; RUN THENCE, THE FOLLOWING FIFTY-SEVEN (57) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 86°51'22" EAST, A DISTANCE OF 165.43 FEET, TO A POINT;
COURSE NO. 2: RUN THENCE, NORTH 87°27'25" EAST, A DISTANCE OF 197.94 FEET, TO A POINT;
COURSE NO. 3: RUN THENCE, NORTH 45°01'16" EAST, A DISTANCE OF 74.55 FEET, TO A POINT;
COURSE NO. 4: RUN THENCE, NORTH 59°03'17" EAST, A DISTANCE OF 128.09 FEET, TO A POINT;
COURSE NO. 5: RUN THENCE, SOUTH 68°51'10" EAST, A DISTANCE OF 146.06 FEET, TO A POINT;
COURSE NO. 6: RUN THENCE, SOUTH 25°57'32" EAST, A DISTANCE OF 180.71 FEET, TO A POINT;
COURSE NO. 7: RUN THENCE, SOUTH 15°57'23" WEST, A DISTANCE OF 191.82 FEET, TO A POINT;
COURSE NO. 8: RUN THENCE, NORTH 86°22'14" EAST, A DISTANCE OF 442.64 FEET, TO A POINT;
COURSE NO. 9: RUN THENCE, NORTH 13°49'49" WEST, A DISTANCE OF 781.90 FEET, TO A POINT;
COURSE NO. 10: RUN THENCE, NORTH 26°34'55" WEST, A DISTANCE OF 186.59 FEET, TO A POINT;

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COURSE NO. 11: RUN THENCE, SOUTH 88°47'09" WEST, A DISTANCE OF 122.09 FEET, TO A POINT;
COURSE NO. 12: RUN THENCE, SOUTH 02°39'03" EAST, A DISTANCE OF 168.85 FEET, TO A POINT;
COURSE NO. 13: RUN THENCE, SOUTH 79°47'07" WEST, A DISTANCE OF 272.38 FEET, TO A POINT;
COURSE NO. 14: RUN THENCE, NORTH 03°20'11" WEST, A DISTANCE OF 453.06 FEET, TO A POINT;
COURSE NO. 15: RUN THENCE, NORTH 70°43'23" EAST, A DISTANCE OF 279.33 FEET, TO A POINT;
COURSE NO. 16: RUN THENCE, NORTH 16°19'31" EAST, A DISTANCE OF 187.60 FEET, TO A POINT;
COURSE NO. 17: RUN THENCE, NORTH 24°19'13" WEST, A DISTANCE OF 149.38 FEET, TO A POINT;
COURSE NO. 18: RUN THENCE, SOUTH 68°51'10" WEST, A DISTANCE OF 292.13 FEET, TO A POINT;
COURSE NO. 19: RUN THENCE, NORTH 13°38'12" WEST, A DISTANCE OF 149.11 FEET, TO A POINT;
COURSE NO. 20: RUN THENCE, NORTH 18°53'56" EAST, A DISTANCE OF 352.75 FEET, TO A POINT;
COURSE NO. 21: RUN THENCE, NORTH 53°24'47" EAST, A DISTANCE OF 191.55 FEET, TO A POINT;
COURSE NO. 22: RUN THENCE, SOUTH 60°33'16" EAST, A DISTANCE OF 777.13 FEET, TO A POINT;
COURSE NO. 23: RUN THENCE, SOUTH 07°26'12" WEST, A DISTANCE OF 305.56 FEET, TO A POINT;
COURSE NO. 24: RUN THENCE, SOUTH 23°58'41" WEST, A DISTANCE OF 302.77 FEET, TO A POINT;
COURSE NO. 25: RUN THENCE, SOUTH 12°32'16" EAST, A DISTANCE OF 202.43 FEET, TO A POINT;
COURSE NO. 26: RUN THENCE, SOUTH 05°17'38" EAST, A DISTANCE OF 238.14 FEET, TO A POINT;
COURSE NO. 27: RUN THENCE, SOUTH 34°38'38" EAST, A DISTANCE OF 224.18 FEET, TO A POINT;
COURSE NO. 28: RUN THENCE, SOUTH 19°14'38" WEST, A DISTANCE OF 200.00 FEET, TO A POINT;
COURSE NO. 29: RUN THENCE, SOUTH 40°23'07" EAST, A DISTANCE OF 230.60 FEET, TO A POINT;
COURSE NO. 30: RUN THENCE, NORTH 21°48'57" EAST, A DISTANCE OF 189.20 FEET, TO A POINT;
COURSE NO. 31: RUN THENCE, NORTH 16°20'18" WEST, A DISTANCE OF 453.02 FEET, TO A POINT;
COURSE NO. 32: RUN THENCE, NORTH 13°50'18" EAST, A DISTANCE OF 293.96 FEET, TO A POINT;
COURSE NO. 33: RUN THENCE, NORTH 86°03'49" EAST, A DISTANCE OF 302.70 FEET, TO A POINT;
COURSE NO. 34: RUN THENCE, SOUTH 84°52'58" EAST, A DISTANCE OF 380.67 FEET, TO A POINT;
COURSE NO. 35: RUN THENCE, NORTH 32°43'06" EAST, A DISTANCE OF 602.21 FEET, TO A POINT;
COURSE NO. 36: RUN THENCE, NORTH 11°37'37" EAST, A DISTANCE OF 479.70 FEET, TO A POINT;
COURSE NO. 37: RUN THENCE, NORTH 02°28'12" WEST, A DISTANCE OF 509.85 FEET, TO A POINT;
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COURSE NO. 38: RUN THENCE, NORTH 57°27'54" WEST, A DISTANCE OF 225.81 FEET, TO A POINT; COURSE NO. 39: RUN THENCE, NORTH 41°14'43" WEST, A DISTANCE OF 198.93 FEET, TO A POINT; COURSE NO. 40: RUN THENCE, NORTH 29°31'46" WEST, A DISTANCE OF 167.20 FEET, TO A POINT; COURSE NO. 41: RUN THENCE, NORTH 47°51'57" WEST, A DISTANCE OF 426.59 FEET, TO A POINT; COURSE NO. 42: RUN THENCE, NORTH 37°53'43" EAST, A DISTANCE OF 187.83 FEET, TO A POINT; COURSE NO. 43: RUN THENCE, NORTH 24°23'32" EAST, A DISTANCE OF 192.89 FEET, TO A POINT; COURSE NO. 44: RUN THENCE, NORTH 66°49'00" WEST, A DISTANCE OF 104.59 FEET, TO A POINT; COURSE NO. 45: RUN THENCE, NORTH 42°22'42" WEST, A DISTANCE OF 252.67 FEET, TO A POINT; COURSE NO. 46: RUN THENCE, SOUTH 83°55'19" WEST, A DISTANCE OF 634.42 FEET, TO A POINT; COURSE NO. 47: RUN THENCE, NORTH 86°16'49" WEST, A DISTANCE OF 772.74 FEET, TO A POINT; COURSE NO. 48: RUN THENCE, SOUTH 05°28'53" WEST, A DISTANCE OF 140.09 FEET, TO A POINT; COURSE NO. 49: RUN THENCE, NORTH 81°41'28" WEST, A DISTANCE OF 199.18 FEET, TO A POINT; COURSE NO. 50: RUN THENCE, NORTH 56°24'07" WEST, A DISTANCE OF 208.85 FEET, TO A POINT; COURSE NO. 51: RUN THENCE, NORTH 12°57'19" WEST, A DISTANCE OF 269.86 FEET, TO A POINT; COURSE NO. 52: RUN THENCE, NORTH 54°27'25" WEST, A DISTANCE OF 251.38 FEET, TO A POINT; COURSE NO. 53: RUN THENCE, NORTH 69°27'53" WEST, A DISTANCE OF 427.89 FEET, TO A POINT; COURSE NO. 54: RUN THENCE, SOUTH 57°34'36" WEST, A DISTANCE OF 146.07 FEET, TO A POINT; COURSE NO. 55: RUN THENCE, SOUTH 46°11'24" WEST, A DISTANCE OF 132.45 FEET, TO A POINT; COURSE NO. 56: RUN THENCE, SOUTH 73°06'24" WEST, A DISTANCE OF 101.89 FEET, TO A POINT;

COURSE NO. 57: RUN THENCE, NORTH 81°15'37" WEST, A DISTANCE OF 178.41 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AS DEDICATED TO ST. JOHNS COUNTY, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 1329 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE LEADING NORTHEASTERLY; RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, HAVING A RADIUS OF 1,135.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'44" TO THE RIGHT, AN ARC DISTANCE OF 142.87 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°22'28" EAST, 142.78 FEET; THENCE DEPARTING FROM AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, RUN THE FOLLOWING THIRTY-THREE (33) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 82°10'28" EAST, A DISTANCE OF 161.71 FEET, TO A POINT; COURSE NO. 2: RUN THENCE, NORTH 34°51'36" EAST, A DISTANCE OF 94.78 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 66°49'00" EAST, A DISTANCE OF 306.09 FEET, TO A POINT; COURSE NO. 4: RUN THENCE, SOUTH 62°26'40" EAST, A DISTANCE OF 885.62 FEET, TO A POINT; COURSE NO. 5: RUN THENCE, SOUTH 84°14'30" EAST, A DISTANCE OF 293.57 FEET, TO A POINT; COURSE NO. 6: RUN THENCE, NORTH 38°21'30" EAST, A DISTANCE OF 198.18 FEET, TO A POINT; COURSE NO. 7: RUN THENCE, SOUTH 78°55'42" EAST, A DISTANCE OF 374.19 FEET, TO A POINT; COURSE NO. 8: RUN THENCE, SOUTH 70°08'51" EAST, A DISTANCE OF 334.88 FEET, TO A POINT; COURSE NO. 9: RUN THENCE, SOUTH 82°37'22" EAST, A DISTANCE OF 405.56 FEET, TO A POINT; COURSE NO. 10: RUN THENCE, NORTH 56°48'12" EAST, A DISTANCE OF 760.14 FEET, TO A POINT; COURSE NO. 11: RUN THENCE, SOUTH 46°49'47" EAST, A DISTANCE OF 365.43 FEET, TO A POINT; COURSE NO. 12: RUN THENCE, SOUTH 08°21'43" EAST, A DISTANCE OF 450.94 FEET, TO A POINT; COURSE NO. 13: RUN THENCE, SOUTH 19°21'42" EAST, A DISTANCE OF 754.67 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, SOUTH 35°33'27" EAST, A DISTANCE OF 280.59 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, SOUTH 77°40'11" EAST, A DISTANCE OF 178.16 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 24°47'28" WEST, A DISTANCE OF 155.66 FEET, TO A POINT; COURSE NO. 17: RUN THENCE, NORTH 33°07'50" EAST, A DISTANCE OF 149.27 FEET, TO A POINT; COURSE NO. 18: RUN THENCE, NORTH 82°41'58" EAST, A DISTANCE OF 213.86 FEET, TO A POINT; COURSE NO. 19: RUN THENCE, SOUTH 38°23'17" EAST, A DISTANCE OF 332.83 FEET, TO A POINT; COURSE NO. 20: RUN THENCE, NORTH 83°17'12" EAST, A DISTANCE OF 176.85 FEET, TO A POINT; COURSE NO. 21: RUN THENCE, NORTH 03°17'30" EAST, A DISTANCE OF 303.94 FEET, TO A POINT; COURSE NO. 22: RUN THENCE, NORTH 27°42'41" WEST, A DISTANCE OF 184.93 FEET, TO A POINT; COURSE NO. 23: RUN THENCE, NORTH 53°31'56" WEST, A DISTANCE OF 505.15 FEET, TO A POINT; COURSE NO. 24: RUN THENCE, NORTH 29°20'18" WEST, A DISTANCE OF 455.13 FEET, TO A POINT; COURSE NO. 25: RUN THENCE, NORTH 12°00'41" EAST, A DISTANCE OF 246.00 FEET, TO A POINT; COURSE NO. 26: RUN THENCE, NORTH 56°00'07" EAST, A DISTANCE OF 672.90 FEET, TO A POINT; COURSE NO. 27: RUN THENCE, SOUTH 74°42'42" EAST, A DISTANCE OF 840.14 FEET, TO A POINT; COURSE NO. 28: RUN THENCE, SOUTH 37°10'19" EAST, A DISTANCE OF 587.70 FEET, TO A POINT; COURSE NO. 29: RUN THENCE, SOUTH 71°09'39" EAST, A DISTANCE OF 145.31 FEET, TO A POINT;

COURSE NO. 30: RUN THENCE, NORTH 86°27'14" EAST, A DISTANCE OF 133.42 FEET, TO A POINT;

COURSE NO. 31: RUN THENCE, SOUTH 75°15'23" EAST, A DISTANCE OF 108.54 FEET, TO A POINT;

COURSE NO. 32: RUN THENCE, SOUTH 82°55'52" EAST, A DISTANCE OF 166.38 FEET, TO A POINT;

COURSE NO. 33: RUN THENCE, SOUTH 58°52'20" EAST, A DISTANCE OF 282.11 FEET, TO A POINT ON THE MONUMENTED EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG SAID EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, (AND ALSO BEING THE EASTERLY LINE OF THE RIVERTOWN PUD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 41°27'16" WEST, A DISTANCE OF 6,979.61 FEET, TO A POINT;

COURSE NO. 2: RUN THENCE, SOUTH 41°39'57" WEST, A DISTANCE OF 494.76 FEET, TO A POINT, ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED N THAT SPECIAL WARRANTY DEED FROM MATTAMY JACKSONVILLE LLC TO SOUTHEASTERN RV & BOAT STORAGE, LLC RECORDED IN OFFICIAL RECORDS BOOK 4487, PAGE 1408 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ;RUN THENCE, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, NORTH 39°09'30" WEST, A DISTANCE OF 74.59 FEET, TO A POINT;

COURSE NO.. 2: RUN THENCE, NORTH 44°44'00" WEST, A DISTANCE OF 59.77 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 37°58'04" WEST, A DISTANCE OF 65.25 FEET, TO A POINT;

COURSE NO. 4: RUN THENCE, NORTH 24°01'21" WEST, A DISTANCE OF 73.83 FEET, TO A POINT;

COURSE NO. 5: RUN THENCE, NORTH 05°57'31" WEST, A DISTANCE OF 53.11 FEET, TO A POINT;

COURSE NO. 6: RUN THENCE, NORTH 00°00'50" WEST, A DISTANCE OF 73.82 FEET, TO A POINT;

COURSE NO. 7: RUN THENCE, NORTH 66°24'40" EAST, A DISTANCE OF 38.56 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING NORTHEASTERLY;

COURSE NO. 8: RUN THENCE, NORTHEASTERLY. ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 295.00 FEET, THROUGH A CENTRAL ANGLE OF 08°50'51" TO THE LEFT, AN ARC DISTANCE OF 45.55 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°59'14" EAST, 45.51 FEET;

COURSE NO. 9: RUN THENCE, NORTH 78°19'49" EAST, ALONG A NON-TANGENTIAL LINE, A DISTANCE OF 33.26 FEET, TO A POINT;

COURSE NO. 10: RUN THENCE, NORTH 15°38'52" EAST, A DISTANCE OF 23.73 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHEASTERLY;

COURSE NO. 11: RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 295.00 FEET, THROUGH A CENTRAL ANGLE OF

05°22'29" TO THE LEFT, AN ARC DISTANCE OF 27.67 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'44" EAST, 27.66 FEET;

COURSE NO. 12: RUN THENCE, NORTH 08°08'57" WEST, ALONG A NON TANGENTIAL LINE, A DISTANCE OF 22.13 FEET, TO A POINT;

COURSE NO. 13: RUN THENCE, NORTH 00°34'18" WEST, A DISTANCE OF 95.55 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, NORTH 15°57'07" EAST, A DISTANCE OF 25.13 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, NORTH 05°01'56" WEST, A DISTANCE OF 85.92 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 10°13'04" WEST, A DISTANCE OF 26.97 FEET, TO A POINT; COURSE NO. 11: RUN THENCE, NORTH 28°19'21" EAST, A DISTANCE OF 35.36 FEET, TO A POINT; COURSE NO. 12: RUN THENCE, NORTH 14°52'38" WEST, A DISTANCE OF 35.74 FEET, TO A POINT; COURSE NO. 13: RUN THENCE, NORTH 27°52'01" EAST, A DISTANCE OF 12.90 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, NORTH 35°51'04" WEST, A DISTANCE OF 37.60 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, NORTH 00°54'34" EAST, A DISTANCE OF 28.91 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 22°49'23" EAST, A DISTANCE OF 17.06 FEET, TO A POINT; COURSE NO. 17: RUN THENCE, NORTH 12°29'42" EAST, A DISTANCE OF 36.05 FEET, TO A POINT; COURSE NO. 18: RUN THENCE, NORTH 64°24'24" WEST, A DISTANCE OF 56.45 FEET, TO A POINT; COURSE NO. 19: RUN THENCE, NORTH 23°35'20" WEST, A DISTANCE OF 95.90 FEET, TO A POINT; COURSE NO. 20: RUN THENCE, SOUTH 66°25'13" WEST, A DISTANCE OF 370.99 FEET, TO A POINT; COURSE NO. 21: RUN THENCE, SOUTH 17°44'18" WEST, A DISTANCE OF 28.26 FEET, TO A POINT; COURSE NO. 22: RUN THENCE, SOUTH 45°24'34" WEST, A DISTANCE OF 8.46 FEET, TO A POINT; COURSE NO. 23: RUN THENCE, SOUTH 70°12'10" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE

THE LANDS THUS DESCRIBED CONTAINS 13,006,144 SQUARE FEET, OR 298.07 ACRES, MORE OR LESS, IN AREA.

AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AND THE POINT OF BEGINNING.

Enclosure 2

Boundary amendment funding agreement

BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AND MATTAMY JACKSONVILLE LLC

This	s Agreement	(the	"Agreement")	is	made	and	entered	into	this	 day	of
	, 2025, by	and b	etween:								

Rivers Edge II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "**District**"); and

Mattamy Jacksonville LLC, a Delaware limited liability company, and the owner of certain of the lands in the District (the "Landowner"), with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* (the "**Act**") and by ordinance adopted by the Board of County Commissioners for St. Johns County, Florida (the "**Ordinance**") for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner owns certain real property located within the District, as more particularly identified in the attached Exhibit A (the "Contraction Parcel"); and

WHEREAS, the Landowner desires to undertake a boundary amendment process to have the Contraction Parcel removed from the District's boundary (the "Boundary Amendment"), at its own cost and expense; and

WHEREAS, the Landowner accordingly intends to prepare and file a petition to amend the District's boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation and filing of a petition with St. Johns County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, while the Landowner anticipates that it will directly fund the majority, if not all, of the costs associated with the Boundary Amendment, in order to induce the District Board to consent to the Boundary Amendment, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs and filing fees that may be incurred by the District in connection with the Landowner's pursuance of the Boundary Amendment (the "District Expenses").

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

- 1. PURSUANCE OF THE BOUNDARY AMENDMENT; PROVISION OF THE DISTRICT EXPENSES. The Landowner will expeditiously proceed with the pursuance of the Boundary Amendment, including the preparation and filing of a petition with St. Johns County and the holding of all necessary public hearings that may be required to effectuate same. In consideration of the Board's consent to the Landowner's proposed Boundary Amendment, the Landowner agrees to fully fund all of the District Expenses associated with the Boundary Amendment, and to use its good faith best efforts to proceed in an expeditious manner with the prosecution of the procedural requirements detailed in the Act to effect the Boundary Amendment.
- 2. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.
- 3. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **4. AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- 5. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.
- **6. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 7. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:
 - A. If to the District:

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

Attn: District Manager

With a copy to: Kilinski Van Wyk PLLC

2529 Herschel Street

Jacksonville, Florida 32204

Attn: District Counsel

B. If to the Landowner: Mattamy Jacksonville LLC

10375 Centurion Parkway North, Suite 410

Jacksonville, Florida 32256

Attn: Cliff Nelson

With a copy to: Mattamy Jacksonville LLC

4901 Vineland Road, Suite 450

Orlando, Florida 32811 Attn: Nicole Swartz

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: Lindsay Whelan

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

- 8. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.
- 9. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

- 10. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
- 11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties in accordance with Section 12 herein.
- 12. TERMINATION. Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar days' period to cure said breach.
- 13. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.
- 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.
- 15. SOVEREIGN IMMUNITY. The Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.
- 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties execute this Agreement the day and year first written above.

Attest:	RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors
	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company
Witness	By: Name: Clifford Nelson Its: Authorized Signatory

Exhibit A

Legal Description

RIVERTOWN
RIVERS EDGE II CDD (PARCEL THREE)

A PARCEL OF LAND, BEING A PORTION OF THE FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OR REFERENCE, COMMENCE AT THE INTERSECTION OF THE MONUMENTED EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, WITH THE EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AS DEDICATED TO ST. JOHNS COUNTY, FLORIDA, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 1329 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, NORTH 23°35'20" WEST, A DISTANCE OF 773.66 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;

COURSE NO. 2: RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 3,435.00 FEET, THROUGH A CENTRAL ANGLE OF 03°47'30" TO THE RIGHT, AN ARC DISTANCE OF 227.311 FEET, TO THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°41'35" WEST, 227.27 FEET;

FROM THE POINT OF BEGINNING, THUS DESCRIBED, CONTINUE NORTHERLY, ALONG THE EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AND CONTINUING NORTHERLY, ALONG AND AROUND THE LAST SAID CURVE, HAVING A RADIUS OF 3,435.00 FEET, THROUGH A CENTRAL ANGLE OF 25°31'47" TO THE RIGHT, AN ARC DISTANCE OF 1,530.54 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°09'27" WEST, 1,517.94 FEET; RUN THENCE, THE FOLLOWING FIFTY-SEVEN (57) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 86°51'22" EAST, A DISTANCE OF 165.43 FEET, TO A POINT;

COURSE NO. 2: RUN THENCE, NORTH 87°27'25" EAST, A DISTANCE OF 197.94 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 45°01'16" EAST, A DISTANCE OF 74.55 FEET, TO A POINT;

COURSE NO. 4: RUN THENCE, NORTH 59°03'17" EAST, A DISTANCE OF 128.09 FEET, TO A POINT;

COURSE NO. 5: RUN THENCE, SOUTH 68°51'10" EAST, A DISTANCE OF 146.06 FEET, TO A POINT;

COURSE NO. 6: RUN THENCE, SOUTH 25°57'32" EAST, A DISTANCE OF 180.71 FEET, TO A POINT;

COURSE NO. 7: RUN THENCE, SOUTH 15°57'23" WEST, A DISTANCE OF 191.82 FEET, TO A POINT;

COURSE NO. 8: RUN THENCE, NORTH 86°22'14" EAST, A DISTANCE OF 442.64 FEET, TO A POINT; COURSE NO. 9: RUN THENCE, NORTH 13°49'49" WEST, A DISTANCE OF 781.90 FEET, TO A POINT; COURSE NO. 10: RUN THENCE, NORTH 26°34'55" WEST, A DISTANCE OF 186.59 FEET, TO A POINT; COURSE NO. 11: RUN THENCE, SOUTH 88°47'09" WEST, A DISTANCE OF 122.09 FEET, TO A POINT; COURSE NO. 12: RUN THENCE, SOUTH 02°39'03" EAST, A DISTANCE OF 168.85 FEET, TO A POINT; COURSE NO. 13: RUN THENCE, SOUTH 79°47'07" WEST, A DISTANCE OF 272.38 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, NORTH 03°20'11" WEST, A DISTANCE OF 453.06 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, NORTH 70°43'23" EAST, A DISTANCE OF 279.33 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 16°19'31" EAST, A DISTANCE OF 187.60 FEET, TO A POINT; COURSE NO. 17: RUN THENCE, NORTH 24°19'13" WEST, A DISTANCE OF 149.38 FEET, TO A POINT; COURSE NO. 18: RUN THENCE, SOUTH 68°51'10" WEST, A DISTANCE OF 292.13 FEET, TO A POINT; COURSE NO. 19: RUN THENCE, NORTH 13°38'12" WEST, A DISTANCE OF 149.11 FEET, TO A POINT; COURSE NO. 20: RUN THENCE, NORTH 18°53'56" EAST, A DISTANCE OF 352.75 FEET, TO A POINT; COURSE NO. 21: RUN THENCE, NORTH 53°24'47" EAST, A DISTANCE OF 191.55 FEET, TO A POINT; COURSE NO. 22: RUN THENCE, SOUTH 60°33'16" EAST, A DISTANCE OF 777.13 FEET, TO A POINT; COURSE NO. 23: RUN THENCE, SOUTH 07°26'12" WEST, A DISTANCE OF 305.56 FEET, TO A POINT; COURSE NO. 24: RUN THENCE, SOUTH 23°58'41" WEST, A DISTANCE OF 302.77 FEET, TO A POINT; COURSE NO. 25: RUN THENCE, SOUTH 12°32'16" EAST, A DISTANCE OF 202.43 FEET, TO A POINT; COURSE NO. 26: RUN THENCE, SOUTH 05°17'38" EAST, A DISTANCE OF 238.14 FEET, TO A POINT; COURSE NO. 27: RUN THENCE, SOUTH 34°38'38" EAST, A DISTANCE OF 224.18 FEET, TO A POINT; COURSE NO. 28: RUN THENCE, SOUTH 19°14'38" WEST, A DISTANCE OF 200.00 FEET, TO A POINT; COURSE NO. 29: RUN THENCE, SOUTH 40°23'07" EAST, A DISTANCE OF 230.60 FEET, TO A POINT; COURSE NO. 30: RUN THENCE, NORTH 21°48'57" EAST, A DISTANCE OF 189.20 FEET, TO A POINT; COURSE NO. 31: RUN THENCE, NORTH 16°20'18" WEST, A DISTANCE OF 453.02 FEET, TO A POINT; COURSE NO. 32: RUN THENCE, NORTH 13°50'18" EAST, A DISTANCE OF 293.96 FEET, TO A POINT; COURSE NO. 33: RUN THENCE, NORTH 86°03'49" EAST, A DISTANCE OF 302.70 FEET, TO A POINT; COURSE NO. 34: RUN THENCE, SOUTH 84°52'58" EAST, A DISTANCE OF 380.67 FEET, TO A POINT;

COURSE NO. 35: RUN THENCE, NORTH 32°43'06" EAST, A DISTANCE OF 602.21 FEET, TO A POINT; COURSE NO. 36: RUN THENCE, NORTH 11°37'37" EAST, A DISTANCE OF 479.70 FEET, TO A POINT; COURSE NO. 37: RUN THENCE, NORTH 02°28'12" WEST, A DISTANCE OF 509.85 FEET, TO A POINT; COURSE NO. 38: RUN THENCE, NORTH 57°27'54" WEST, A DISTANCE OF 225.81 FEET, TO A POINT; COURSE NO. 39: RUN THENCE, NORTH 41°14'43" WEST, A DISTANCE OF 198.93 FEET, TO A POINT; COURSE NO. 40: RUN THENCE, NORTH 29°31'46" WEST, A DISTANCE OF 167.20 FEET, TO A POINT; COURSE NO. 41: RUN THENCE, NORTH 47°51'57" WEST, A DISTANCE OF 426.59 FEET, TO A POINT; COURSE NO. 42: RUN THENCE, NORTH 37°53'43" EAST, A DISTANCE OF 187.83 FEET, TO A POINT; COURSE NO. 43: RUN THENCE, NORTH 24°23'32" EAST, A DISTANCE OF 192.89 FEET, TO A POINT; COURSE NO. 44: RUN THENCE, NORTH 66°49'00" WEST, A DISTANCE OF 104.59 FEET, TO A POINT; COURSE NO. 45: RUN THENCE, NORTH 42°22'42" WEST, A DISTANCE OF 252.67 FEET, TO A POINT; COURSE NO. 46: RUN THENCE, SOUTH 83°55'19" WEST, A DISTANCE OF 634.42 FEET, TO A POINT; COURSE NO. 47: RUN THENCE, NORTH 86°16'49" WEST, A DISTANCE OF 772.74 FEET, TO A POINT; COURSE NO. 48: RUN THENCE, SOUTH 05°28'53" WEST, A DISTANCE OF 140.09 FEET, TO A POINT; COURSE NO. 49: RUN THENCE, NORTH 81°41'28" WEST, A DISTANCE OF 199.18 FEET, TO A POINT; COURSE NO. 50: RUN THENCE, NORTH 56°24'07" WEST, A DISTANCE OF 208.85 FEET, TO A POINT; COURSE NO. 51: RUN THENCE, NORTH 12°57'19" WEST, A DISTANCE OF 269.86 FEET, TO A POINT; COURSE NO. 52: RUN THENCE, NORTH 54°27'25" WEST, A DISTANCE OF 251.38 FEET, TO A POINT; COURSE NO. 53: RUN THENCE, NORTH 69°27'53" WEST, A DISTANCE OF 427.89 FEET, TO A POINT; COURSE NO. 54: RUN THENCE, SOUTH 57°34'36" WEST, A DISTANCE OF 146.07 FEET, TO A POINT; COURSE NO. 55: RUN THENCE, SOUTH 46°11'24" WEST, A DISTANCE OF 132.45 FEET, TO A POINT; COURSE NO. 56: RUN THENCE, SOUTH 73°06'24" WEST, A DISTANCE OF 101.89 FEET, TO A POINT;

COURSE NO. 57: RUN THENCE, NORTH 81°15'37" WEST, A DISTANCE OF 178.41 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AS DEDICATED TO ST. JOHNS COUNTY, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 1329 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE LEADING NORTHEASTERLY; RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, HAVING A RADIUS OF 1,135.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'44" TO THE RIGHT, AN ARC DISTANCE OF 142.87 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

NORTH 10°22'28" EAST, 142.78 FEET; THENCE DEPARTING FROM AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, RUN THE FOLLOWING THIRTY-THREE (33) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 82°10'28" EAST, A DISTANCE OF 161.71 FEET, TO A POINT; COURSE NO. 2: RUN THENCE, NORTH 34°51'36" EAST, A DISTANCE OF 94.78 FEET, TO A POINT; COURSE NO. 3: RUN THENCE, NORTH 66°49'00" EAST, A DISTANCE OF 306.09 FEET, TO A POINT; COURSE NO. 4: RUN THENCE, SOUTH 62°26'40" EAST, A DISTANCE OF 885.62 FEET, TO A POINT; COURSE NO. 5: RUN THENCE, SOUTH 84°14'30" EAST, A DISTANCE OF 293.57 FEET, TO A POINT; COURSE NO. 6: RUN THENCE, NORTH 38°21'30" EAST, A DISTANCE OF 198.18 FEET, TO A POINT; COURSE NO. 7: RUN THENCE, SOUTH 78°55'42" EAST, A DISTANCE OF 374.19 FEET, TO A POINT; COURSE NO. 8: RUN THENCE, SOUTH 70°08'51" EAST, A DISTANCE OF 334.88 FEET, TO A POINT; COURSE NO. 9: RUN THENCE, SOUTH 82°37'22" EAST, A DISTANCE OF 405.56 FEET, TO A POINT; COURSE NO. 10: RUN THENCE, NORTH 56°48'12" EAST, A DISTANCE OF 760.14 FEET, TO A POINT; COURSE NO. 11: RUN THENCE, SOUTH 46°49'47" EAST, A DISTANCE OF 365.43 FEET, TO A POINT; COURSE NO. 12: RUN THENCE, SOUTH 08°21'43" EAST, A DISTANCE OF 450.94 FEET, TO A POINT; COURSE NO. 13: RUN THENCE, SOUTH 19°21'42" EAST, A DISTANCE OF 754.67 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, SOUTH 35°33'27" EAST, A DISTANCE OF 280.59 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, SOUTH 77°40'11" EAST, A DISTANCE OF 178.16 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 24°47'28" WEST, A DISTANCE OF 155.66 FEET, TO A POINT; COURSE NO. 17: RUN THENCE, NORTH 33°07'50" EAST, A DISTANCE OF 149.27 FEET, TO A POINT; COURSE NO. 18: RUN THENCE, NORTH 82°41'58" EAST, A DISTANCE OF 213.86 FEET, TO A POINT; COURSE NO. 19: RUN THENCE, SOUTH 38°23'17" EAST, A DISTANCE OF 332.83 FEET, TO A POINT; COURSE NO. 20: RUN THENCE, NORTH 83°17'12" EAST, A DISTANCE OF 176.85 FEET, TO A POINT; COURSE NO. 21: RUN THENCE, NORTH 03°17'30" EAST, A DISTANCE OF 303.94 FEET, TO A POINT; COURSE NO. 22: RUN THENCE, NORTH 27°42'41" WEST, A DISTANCE OF 184.93 FEET, TO A POINT; COURSE NO. 23: RUN THENCE, NORTH 53°31'56" WEST, A DISTANCE OF 505.15 FEET, TO A POINT; COURSE NO. 24: RUN THENCE, NORTH 29°20'18" WEST, A DISTANCE OF 455.13 FEET, TO A POINT; COURSE NO. 25: RUN THENCE, NORTH 12°00'41" EAST, A DISTANCE OF 246.00 FEET, TO A POINT;

COURSE NO. 26: RUN THENCE, NORTH 56°00'07" EAST, A DISTANCE OF 672.90 FEET, TO A POINT;

COURSE NO. 27: RUN THENCE, SOUTH 74°42'42" EAST, A DISTANCE OF 840.14 FEET, TO A POINT;

COURSE NO. 28: RUN THENCE, SOUTH 37°10'19" EAST, A DISTANCE OF 587.70 FEET, TO A POINT;

COURSE NO. 29: RUN THENCE, SOUTH 71°09'39" EAST, A DISTANCE OF 145.31 FEET, TO A POINT;

COURSE NO. 30: RUN THENCE, NORTH 86°27'14" EAST, A DISTANCE OF 133.42 FEET, TO A POINT;

COURSE NO. 31: RUN THENCE, SOUTH 75°15'23" EAST, A DISTANCE OF 108.54 FEET, TO A POINT;

COURSE NO. 32: RUN THENCE, SOUTH 82°55'52" EAST, A DISTANCE OF 166.38 FEET, TO A POINT;

COURSE NO. 33: RUN THENCE, SOUTH 58°52'20" EAST, A DISTANCE OF 282.11 FEET, TO A POINT ON THE MONUMENTED EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG SAID EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, (AND ALSO BEING THE EASTERLY LINE OF THE RIVERTOWN PUD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 41°27'16" WEST, A DISTANCE OF 6,979.61 FEET, TO A POINT;

COURSE NO. 2: RUN THENCE, SOUTH 41°39'57" WEST, A DISTANCE OF 494.76 FEET, TO A POINT, ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED N THAT SPECIAL WARRANTY DEED FROM MATTAMY JACKSONVILLE LLC TO SOUTHEASTERN RV & BOAT STORAGE, LLC RECORDED IN OFFICIAL RECORDS BOOK 4487, PAGE 1408 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ;RUN THENCE, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, NORTH 39°09'30" WEST, A DISTANCE OF 74.59 FEET, TO A POINT;

COURSE NO.. 2: RUN THENCE, NORTH 44°44'00" WEST, A DISTANCE OF 59.77 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 37°58'04" WEST, A DISTANCE OF 65.25 FEET, TO A POINT;

COURSE NO. 4: RUN THENCE, NORTH 24°01'21" WEST, A DISTANCE OF 73.83 FEET, TO A POINT;

COURSE NO. 5: RUN THENCE, NORTH 05°57'31" WEST, A DISTANCE OF 53.11 FEET, TO A POINT;

COURSE NO. 6: RUN THENCE, NORTH 00°00'50" WEST, A DISTANCE OF 73.82 FEET, TO A POINT;

COURSE NO. 7: RUN THENCE, NORTH 66°24'40" EAST, A DISTANCE OF 38.56 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING NORTHEASTERLY;

COURSE NO. 8: RUN THENCE, NORTHEASTERLY. ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 295.00 FEET, THROUGH A CENTRAL ANGLE OF 08°50'51" TO THE LEFT, AN ARC DISTANCE OF 45.55 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°59'14" EAST, 45.51 FEET;

COURSE NO. 9: RUN THENCE, NORTH 78°19'49" EAST, ALONG A NON-TANGENTIAL LINE, A DISTANCE OF 33.26 FEET, TO A POINT;

COURSE NO. 10: RUN THENCE, NORTH 15°38'52" EAST, A DISTANCE OF 23.73 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHEASTERLY;

COURSE NO. 11: RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 295.00 FEET, THROUGH A CENTRAL ANGLE OF 05°22'29" TO THE LEFT, AN ARC DISTANCE OF 27.67 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'44" EAST, 27.66 FEET;

COURSE NO. 12: RUN THENCE, NORTH 08°08'57" WEST, ALONG A NON TANGENTIAL LINE, A DISTANCE OF 22.13 FEET, TO A POINT;

COURSE NO. 13: RUN THENCE, NORTH 00°34'18" WEST, A DISTANCE OF 95.55 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, NORTH 15°57'07" EAST, A DISTANCE OF 25.13 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, NORTH 05°01'56" WEST, A DISTANCE OF 85.92 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 10°13'04" WEST, A DISTANCE OF 26.97 FEET, TO A POINT; COURSE NO. 11: RUN THENCE, NORTH 28°19'21" EAST, A DISTANCE OF 35.36 FEET, TO A POINT; COURSE NO. 12: RUN THENCE, NORTH 14°52'38" WEST, A DISTANCE OF 35.74 FEET, TO A POINT; COURSE NO. 13: RUN THENCE, NORTH 27°52'01" EAST, A DISTANCE OF 12.90 FEET, TO A POINT; COURSE NO. 14: RUN THENCE, NORTH 35°51'04" WEST, A DISTANCE OF 37.60 FEET, TO A POINT; COURSE NO. 15: RUN THENCE, NORTH 00°54'34" EAST, A DISTANCE OF 28.91 FEET, TO A POINT; COURSE NO. 16: RUN THENCE, NORTH 22°49'23" EAST, A DISTANCE OF 17.06 FEET, TO A POINT; COURSE NO. 17: RUN THENCE, NORTH 12°29'42" EAST, A DISTANCE OF 36.05 FEET, TO A POINT;

COURSE NO. 19: RUN THENCE, NORTH 23°35'20" WEST, A DISTANCE OF 95.90 FEET, TO A POINT;

COURSE NO. 18: RUN THENCE, NORTH 64°24'24" WEST, A DISTANCE OF 56.45 FEET, TO A POINT;

COURSE NO. 20: RUN THENCE, SOUTH 66°25'13" WEST, A DISTANCE OF 370.99 FEET, TO A POINT;

COURSE NO. 21: RUN THENCE, SOUTH 17°44'18" WEST, A DISTANCE OF 28.26 FEET, TO A POINT;

COURSE NO. 22: RUN THENCE, SOUTH 45°24'34" WEST, A DISTANCE OF 8.46 FEET, TO A POINT;

COURSE NO. 23: RUN THENCE, SOUTH 70°12'10" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 13,006,144 SQUARE FEET, OR 298.07 ACRES, MORE OR LESS, IN AREA.

Enclosure 3

Resolution consenting to boundary amendment

RESOLUTION 2026-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT CONSENTING TO MATTAMY JACKSONVILLE LLC PURSUING A BOUNDARY AMENDMENT RELATIVE TO CERTAIN OF ITS REAL PROPERTY LOCATED WITHIN THE DISTRICT, DIRECTING DISTRICT STAFF TO COORDINATE WITH THE LANDOWNER RELATIVE TO SAME, APPROVING A FUNDING AGREEMENT RELATIVE TO SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge II Community Development District (the "**District**") is a unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**Act**"), and St. Johns County Ordinance No. 2018-26, as amended by Ordinance No. 2019-71 (together the "**Ordinance**"); and

WHEREAS, the District presently consists of 983.88 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, Mattamy Jacksonville LLC (the "Landowner") desires to pursue a boundary amendment with St. Johns County, at its own cost and expense, to remove the real property described in the attached Exhibit A (the "Contraction Parcel") from the District's boundary (the "Boundary Amendment"); and

WHEREAS, the proposed Boundary Amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District (the "Amended District") will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land within the Amended District, the District remains the best alternative available for delivering community development services and facilities; and

WHEREAS, the proposed Boundary Amendment is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie within the Amended District will continue to be amenable to separate special district government; and

WHEREAS, in order to induce the District's Board of Supervisors (the "Board") to consent to the Boundary Amendment, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs and filing fees that may be incurred by the District in connection with the Landowner's pursuance of same (the "District Expenses"); and

WHEREAS, the District accordingly desires to consent to the Landowner's pursuance of the Boundary Amendment, to authorize District staff to coordinate with the Landowner in the provision of information or preparation of documents needed for the Boundary Amendment, and to approve a funding agreement with the Landowner relative to same.

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

SECTION 1. Recitals. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. Consent to Landowner's	<u>s Boundary Amendment</u> . The Board hereby
consents to the Landowner's pursuance of the	Boundary Amendment, directs District staff to
coordinate with the Landowner in the provisio	on of information or preparation of documents
needed for the Boundary Amendment, approve	es that certain Boundary Amendment Funding
Agreement, dated, 2025 and a	attached hereto as Exhibit B relative to the
Landowner's obligation to fund the costs of the	District Expenses, and authorizes the execution
thereof by the Chairman, or the Vice-Chairman in	n his absence.
SECTION 3. This Resolution shall beco	me effective immediately upon its passage.
DASSED AND ADOPTED this	ay of 2025
PASSED AND ADOPTED this date =	ay 01, 2023.
ATTEST:	RIVERS EDGE II COMMUNITY
	DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors
Secretary / Assistant Secretary	Champerson, Board of Supervisors
Exhibit A: Legal Description of Contraction Pare	cel
Exhibit B: Boundary Amendment Funding Agre	ement, dated, 2025

EXHIBIT A

Legal Description of Contraction Parcel

RIVERTOWN RIVERS EDGE II CDD (PARCEL THREE)

A PARCEL OF LAND, BEING A PORTION OF THE FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OR REFERENCE, COMMENCE AT THE INTERSECTION OF THE MONUMENTED EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, WITH THE EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AS DEDICATED TO ST. JOHNS COUNTY, FLORIDA, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 1329 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, NORTH 23°35'20" WEST, A DISTANCE OF 773.66 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;

COURSE NO. 2: RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 3,435.00 FEET, THROUGH A CENTRAL ANGLE OF 03°47'30" TO THE RIGHT, AN ARC DISTANCE OF 227.311 FEET, TO THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°41'35" WEST, 227.27 FEET;

FROM THE POINT OF BEGINNING, THUS DESCRIBED, CONTINUE NORTHERLY, ALONG THE EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AND CONTINUING NORTHERLY, ALONG AND AROUND THE LAST SAID CURVE, HAVING A RADIUS OF 3,435.00 FEET, THROUGH A CENTRAL ANGLE OF 25°31'47" TO THE RIGHT, AN ARC DISTANCE OF 1,530.54 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°09'27" WEST, 1,517.94 FEET; RUN THENCE, THE FOLLOWING FIFTY-SEVEN (57) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 86°51'22" EAST, A DISTANCE OF 165.43 FEET, TO A POINT;

COURSE NO. 2: RUN THENCE, NORTH 87°27'25" EAST, A DISTANCE OF 197.94 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 45°01'16" EAST, A DISTANCE OF 74.55 FEET, TO A POINT;

COURSE NO. 4: RUN THENCE, NORTH 59°03'17" EAST, A DISTANCE OF 128.09 FEET, TO A POINT;

COURSE NO. 5: RUN THENCE, SOUTH 68°51'10" EAST, A DISTANCE OF 146.06 FEET, TO A POINT;

COURSE NO. 6: RUN THENCE, SOUTH 25°57'32" EAST, A DISTANCE OF 180.71 FEET, TO A POINT;

COURSE NO. 7: RUN THENCE, SOUTH 15°57'23" WEST, A DISTANCE OF 191.82 FEET, TO A POINT;

COURSE NO. 8: RUN THENCE, NORTH 86°22'14" EAST, A DISTANCE OF 442.64 FEET, TO A POINT;

COURSE NO. 9: RUN THENCE, NORTH 13°49'49" WEST, A DISTANCE OF 781.90 FEET, TO A POINT;

COURSE NO. 10: RUN THENCE, NORTH 26°34'55" WEST, A DISTANCE OF 186.59 FEET, TO A POINT;

COURSE NO. 11: RUN THENCE, SOUTH 88°47'09" WEST, A DISTANCE OF 122.09 FEET, TO A POINT;

COURSE NO. 12: RUN THENCE, SOUTH 02°39'03" EAST, A DISTANCE OF 168.85 FEET, TO A POINT;

COURSE NO. 13: RUN THENCE, SOUTH 79°47'07" WEST, A DISTANCE OF 272.38 FEET, TO A POINT;

COURSE NO. 14: RUN THENCE, NORTH 03°20'11" WEST, A DISTANCE OF 453.06 FEET, TO A POINT;

COURSE NO. 15: RUN THENCE, NORTH 70°43'23" EAST, A DISTANCE OF 279.33 FEET, TO A POINT;

COURSE NO. 16: RUN THENCE, NORTH 16°19'31" EAST, A DISTANCE OF 187.60 FEET, TO A POINT:

COURSE NO. 17: RUN THENCE, NORTH 24°19'13" WEST, A DISTANCE OF 149.38 FEET, TO A POINT:

COURSE NO. 18: RUN THENCE, SOUTH 68°51'10" WEST, A DISTANCE OF 292.13 FEET, TO A POINT;

COURSE NO. 19: RUN THENCE, NORTH 13°38'12" WEST, A DISTANCE OF 149.11 FEET, TO A POINT;

COURSE NO. 20: RUN THENCE, NORTH 18°53'56" EAST, A DISTANCE OF 352.75 FEET, TO A POINT;

- COURSE NO. 21: RUN THENCE, NORTH 53°24'47" EAST, A DISTANCE OF 191.55 FEET, TO A POINT;
- COURSE NO. 22: RUN THENCE, SOUTH 60°33'16" EAST, A DISTANCE OF 777.13 FEET, TO A POINT;
- COURSE NO. 23: RUN THENCE, SOUTH 07°26'12" WEST, A DISTANCE OF 305.56 FEET, TO A POINT;
- COURSE NO. 24: RUN THENCE, SOUTH 23°58'41" WEST, A DISTANCE OF 302.77 FEET, TO A POINT;
- COURSE NO. 25: RUN THENCE, SOUTH 12°32'16" EAST, A DISTANCE OF 202.43 FEET, TO A POINT;
- COURSE NO. 26: RUN THENCE, SOUTH 05°17'38" EAST, A DISTANCE OF 238.14 FEET, TO A POINT;
- COURSE NO. 27: RUN THENCE, SOUTH 34°38'38" EAST, A DISTANCE OF 224.18 FEET, TO A POINT;
- COURSE NO. 28: RUN THENCE, SOUTH 19°14'38" WEST, A DISTANCE OF 200.00 FEET, TO A POINT;
- COURSE NO. 29: RUN THENCE, SOUTH 40°23'07" EAST, A DISTANCE OF 230.60 FEET, TO A POINT;
- COURSE NO. 30: RUN THENCE, NORTH 21°48'57" EAST, A DISTANCE OF 189.20 FEET, TO A POINT;
- COURSE NO. 31: RUN THENCE, NORTH 16°20'18" WEST, A DISTANCE OF 453.02 FEET, TO A POINT;
- COURSE NO. 32: RUN THENCE, NORTH 13°50'18" EAST, A DISTANCE OF 293.96 FEET, TO A POINT;
- COURSE NO. 33: RUN THENCE, NORTH 86°03'49" EAST, A DISTANCE OF 302.70 FEET, TO A POINT:
- COURSE NO. 34: RUN THENCE, SOUTH 84°52'58" EAST, A DISTANCE OF 380.67 FEET, TO A POINT:
- COURSE NO. 35: RUN THENCE, NORTH 32°43'06" EAST, A DISTANCE OF 602.21 FEET, TO A POINT;
- COURSE NO. 36: RUN THENCE, NORTH 11°37'37" EAST, A DISTANCE OF 479.70 FEET, TO A POINT;
- COURSE NO. 37: RUN THENCE, NORTH 02°28'12" WEST, A DISTANCE OF 509.85 FEET, TO A POINT;

COURSE NO. 38: RUN THENCE, NORTH 57°27'54" WEST, A DISTANCE OF 225.81 FEET, TO A POINT;

COURSE NO. 39: RUN THENCE, NORTH 41°14'43" WEST, A DISTANCE OF 198.93 FEET, TO A POINT;

COURSE NO. 40: RUN THENCE, NORTH 29°31'46" WEST, A DISTANCE OF 167.20 FEET, TO A POINT;

COURSE NO. 41: RUN THENCE, NORTH 47°51'57" WEST, A DISTANCE OF 426.59 FEET, TO A POINT;

COURSE NO. 42: RUN THENCE, NORTH 37°53'43" EAST, A DISTANCE OF 187.83 FEET, TO A POINT;

COURSE NO. 43: RUN THENCE, NORTH 24°23'32" EAST, A DISTANCE OF 192.89 FEET, TO A POINT;

COURSE NO. 44: RUN THENCE, NORTH 66°49'00" WEST, A DISTANCE OF 104.59 FEET, TO A POINT;

COURSE NO. 45: RUN THENCE, NORTH 42°22'42" WEST, A DISTANCE OF 252.67 FEET, TO A POINT;

COURSE NO. 46: RUN THENCE, SOUTH 83°55'19" WEST, A DISTANCE OF 634.42 FEET, TO A POINT;

COURSE NO. 47: RUN THENCE, NORTH 86°16'49" WEST, A DISTANCE OF 772.74 FEET, TO A POINT;

COURSE NO. 48: RUN THENCE, SOUTH 05°28'53" WEST, A DISTANCE OF 140.09 FEET, TO A POINT;

COURSE NO. 49: RUN THENCE, NORTH 81°41'28" WEST, A DISTANCE OF 199.18 FEET, TO A POINT;

COURSE NO. 50: RUN THENCE, NORTH 56°24'07" WEST, A DISTANCE OF 208.85 FEET, TO A POINT:

COURSE NO. 51: RUN THENCE, NORTH 12°57'19" WEST, A DISTANCE OF 269.86 FEET, TO A POINT:

COURSE NO. 52: RUN THENCE, NORTH 54°27'25" WEST, A DISTANCE OF 251.38 FEET, TO A POINT;

COURSE NO. 53: RUN THENCE, NORTH 69°27'53" WEST, A DISTANCE OF 427.89 FEET, TO A POINT;

COURSE NO. 54: RUN THENCE, SOUTH 57°34'36" WEST, A DISTANCE OF 146.07 FEET, TO A POINT;

COURSE NO. 55: RUN THENCE, SOUTH 46°11'24" WEST, A DISTANCE OF 132.45 FEET, TO A POINT;

COURSE NO. 56: RUN THENCE, SOUTH 73°06'24" WEST, A DISTANCE OF 101.89 FEET, TO A POINT;

COURSE NO. 57: RUN THENCE, NORTH 81°15'37" WEST, A DISTANCE OF 178.41 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AS DEDICATED TO ST. JOHNS COUNTY, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 1329 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE LEADING NORTHEASTERLY; RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, HAVING A RADIUS OF 1,135.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'44" TO THE RIGHT, AN ARC DISTANCE OF 142.87 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°22'28" EAST, 142.78 FEET; THENCE DEPARTING FROM AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, RUN THE FOLLOWING THIRTY-THREE (33) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 82°10'28" EAST, A DISTANCE OF 161.71 FEET, TO A POINT;

COURSE NO. 2: RUN THENCE, NORTH 34°51'36" EAST, A DISTANCE OF 94.78 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 66°49'00" EAST, A DISTANCE OF 306.09 FEET, TO A POINT;

COURSE NO. 4: RUN THENCE, SOUTH 62°26'40" EAST, A DISTANCE OF 885.62 FEET, TO A POINT;

COURSE NO. 5: RUN THENCE, SOUTH 84°14'30" EAST, A DISTANCE OF 293.57 FEET, TO A POINT;

COURSE NO. 6: RUN THENCE, NORTH 38°21'30" EAST, A DISTANCE OF 198.18 FEET, TO A POINT;

COURSE NO. 7: RUN THENCE, SOUTH 78°55'42" EAST, A DISTANCE OF 374.19 FEET, TO A POINT;

COURSE NO. 8: RUN THENCE, SOUTH 70°08'51" EAST, A DISTANCE OF 334.88 FEET, TO A POINT;

COURSE NO. 9: RUN THENCE, SOUTH 82°37'22" EAST, A DISTANCE OF 405.56 FEET, TO A POINT;

COURSE NO. 10: RUN THENCE, NORTH 56°48'12" EAST, A DISTANCE OF 760.14 FEET, TO A POINT:

- COURSE NO. 11: RUN THENCE, SOUTH 46°49'47" EAST, A DISTANCE OF 365.43 FEET, TO A POINT;
- COURSE NO. 12: RUN THENCE, SOUTH 08°21'43" EAST, A DISTANCE OF 450.94 FEET, TO A POINT;
- COURSE NO. 13: RUN THENCE, SOUTH 19°21'42" EAST, A DISTANCE OF 754.67 FEET, TO A POINT;
- COURSE NO. 14: RUN THENCE, SOUTH 35°33'27" EAST, A DISTANCE OF 280.59 FEET, TO A POINT;
- COURSE NO. 15: RUN THENCE, SOUTH 77°40'11" EAST, A DISTANCE OF 178.16 FEET, TO A POINT;
- COURSE NO. 16: RUN THENCE, NORTH 24°47'28" WEST, A DISTANCE OF 155.66 FEET, TO A POINT;
- COURSE NO. 17: RUN THENCE, NORTH 33°07'50" EAST, A DISTANCE OF 149.27 FEET, TO A POINT;
- COURSE NO. 18: RUN THENCE, NORTH 82°41'58" EAST, A DISTANCE OF 213.86 FEET, TO A POINT;
- COURSE NO. 19: RUN THENCE, SOUTH 38°23'17" EAST, A DISTANCE OF 332.83 FEET, TO A POINT;
- COURSE NO. 20: RUN THENCE, NORTH 83°17'12" EAST, A DISTANCE OF 176.85 FEET, TO A POINT;
- COURSE NO. 21: RUN THENCE, NORTH 03°17'30" EAST, A DISTANCE OF 303.94 FEET, TO A POINT;
- COURSE NO. 22: RUN THENCE, NORTH 27°42'41" WEST, A DISTANCE OF 184.93 FEET, TO A POINT;
- COURSE NO. 23: RUN THENCE, NORTH 53°31'56" WEST, A DISTANCE OF 505.15 FEET, TO A POINT:
- COURSE NO. 24: RUN THENCE, NORTH 29°20'18" WEST, A DISTANCE OF 455.13 FEET, TO A POINT;
- COURSE NO. 25: RUN THENCE, NORTH 12°00'41" EAST, A DISTANCE OF 246.00 FEET, TO A POINT;
- COURSE NO. 26: RUN THENCE, NORTH 56°00'07" EAST, A DISTANCE OF 672.90 FEET, TO A POINT;
- COURSE NO. 27: RUN THENCE, SOUTH 74°42'42" EAST, A DISTANCE OF 840.14 FEET, TO A POINT;

COURSE NO. 28: RUN THENCE, SOUTH 37°10'19" EAST, A DISTANCE OF 587.70 FEET, TO A POINT;

COURSE NO. 29: RUN THENCE, SOUTH 71°09'39" EAST, A DISTANCE OF 145.31 FEET, TO A POINT;

COURSE NO. 30: RUN THENCE, NORTH 86°27'14" EAST, A DISTANCE OF 133.42 FEET, TO A POINT;

COURSE NO. 31: RUN THENCE, SOUTH 75°15'23" EAST, A DISTANCE OF 108.54 FEET, TO A POINT;

COURSE NO. 32: RUN THENCE, SOUTH 82°55'52" EAST, A DISTANCE OF 166.38 FEET, TO A POINT;

COURSE NO. 33: RUN THENCE, SOUTH 58°52'20" EAST, A DISTANCE OF 282.11 FEET, TO A POINT ON THE MONUMENTED EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG SAID EASTERLY LINE OF SAID FRANCIS P. FATIO GRANT, SECTION 39, (AND ALSO BEING THE EASTERLY LINE OF THE RIVERTOWN PUD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, SOUTH 41°27'16" WEST, A DISTANCE OF 6,979.61 FEET, TO A POINT;

COURSE NO. 2: RUN THENCE, SOUTH 41°39'57" WEST, A DISTANCE OF 494.76 FEET, TO A POINT, ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED N THAT SPECIAL WARRANTY DEED FROM MATTAMY JACKSONVILLE LLC TO SOUTHEASTERN RV & BOAT STORAGE, LLC RECORDED IN OFFICIAL RECORDS BOOK 4487, PAGE 1408 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ;RUN THENCE, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:

COURSE NO. 1: RUN THENCE, NORTH 39°09'30" WEST, A DISTANCE OF 74.59 FEET, TO A POINT;

COURSE NO.. 2: RUN THENCE, NORTH 44°44'00" WEST, A DISTANCE OF 59.77 FEET, TO A POINT;

COURSE NO. 3: RUN THENCE, NORTH 37°58'04" WEST, A DISTANCE OF 65.25 FEET, TO A POINT:

COURSE NO. 4: RUN THENCE, NORTH 24°01'21" WEST, A DISTANCE OF 73.83 FEET, TO A POINT;

COURSE NO. 5: RUN THENCE, NORTH 05°57'31" WEST, A DISTANCE OF 53.11 FEET, TO A POINT;

COURSE NO. 6: RUN THENCE, NORTH 00°00'50" WEST, A DISTANCE OF 73.82 FEET, TO A POINT;

COURSE NO. 7: RUN THENCE, NORTH 66°24'40" EAST, A DISTANCE OF 38.56 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING NORTHEASTERLY;

COURSE NO. 8: RUN THENCE, NORTHEASTERLY. ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 295.00 FEET, THROUGH A CENTRAL ANGLE OF 08°50'51" TO THE LEFT, AN ARC DISTANCE OF 45.55 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°59'14" EAST, 45.51 FEET;

COURSE NO. 9: RUN THENCE, NORTH 78°19'49" EAST, ALONG A NON-TANGENTIAL LINE, A DISTANCE OF 33.26 FEET, TO A POINT;

COURSE NO. 10: RUN THENCE, NORTH 15°38'52" EAST, A DISTANCE OF 23.73 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHEASTERLY;

COURSE NO. 11: RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 295.00 FEET, THROUGH A CENTRAL ANGLE OF 05°22'29" TO THE LEFT, AN ARC DISTANCE OF 27.67 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'44" EAST, 27.66 FEET;

COURSE NO. 12: RUN THENCE, NORTH 08°08'57" WEST, ALONG A NON TANGENTIAL LINE, A DISTANCE OF 22.13 FEET, TO A POINT;

COURSE NO. 13: RUN THENCE, NORTH 00°34'18" WEST, A DISTANCE OF 95.55 FEET, TO A POINT;

COURSE NO. 14: RUN THENCE, NORTH 15°57'07" EAST, A DISTANCE OF 25.13 FEET, TO A POINT;

COURSE NO. 15: RUN THENCE, NORTH 05°01'56" WEST, A DISTANCE OF 85.92 FEET, TO A POINT;

COURSE NO. 16: RUN THENCE, NORTH 10°13'04" WEST, A DISTANCE OF 26.97 FEET, TO A POINT;

COURSE NO. 11: RUN THENCE, NORTH 28°19'21" EAST, A DISTANCE OF 35.36 FEET, TO A POINT;

COURSE NO. 12: RUN THENCE, NORTH 14°52'38" WEST, A DISTANCE OF 35.74 FEET, TO A POINT;

COURSE NO. 13: RUN THENCE, NORTH 27°52'01" EAST, A DISTANCE OF 12.90 FEET, TO A POINT;

COURSE NO. 14: RUN THENCE, NORTH 35°51'04" WEST, A DISTANCE OF 37.60 FEET, TO A POINT;

COURSE NO. 15: RUN THENCE, NORTH 00°54'34" EAST, A DISTANCE OF 28.91 FEET, TO A POINT;

COURSE NO. 16: RUN THENCE, NORTH 22°49'23" EAST, A DISTANCE OF 17.06 FEET, TO A POINT;

COURSE NO. 17: RUN THENCE, NORTH 12°29'42" EAST, A DISTANCE OF 36.05 FEET, TO A POINT;

COURSE NO. 18: RUN THENCE, NORTH 64°24'24" WEST, A DISTANCE OF 56.45 FEET, TO A POINT;

COURSE NO. 19: RUN THENCE, NORTH 23°35'20" WEST, A DISTANCE OF 95.90 FEET, TO A POINT;

COURSE NO. 20: RUN THENCE, SOUTH 66°25'13" WEST, A DISTANCE OF 370.99 FEET, TO A POINT;

COURSE NO. 21: RUN THENCE, SOUTH 17°44'18" WEST, A DISTANCE OF 28.26 FEET, TO A POINT;

COURSE NO. 22: RUN THENCE, SOUTH 45°24'34" WEST, A DISTANCE OF 8.46 FEET, TO A POINT;

COURSE NO. 23: RUN THENCE, SOUTH 70°12'10" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF LONGLEAF PARKWAY, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 13,006,144 SQUARE FEET, OR 298.07 ACRES, MORE OR LESS, IN AREA.

EXHIBIT B

Roundary	Amendment	Funding	Agreement	dated		2025
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