

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

July 20, 2023

BOARD OF SUPERVISORS PUBLIC HEARING AND REGULAR MEETING AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Three Rivers Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 13, 2023

ATTENDEES:
Please identify yourself each time
you speak to facilitate accurate
transcription of meeting minutes.

Board of Supervisors
Three Rivers Community Development District

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Public Hearing and Regular Meeting on July 20, 2023 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): South Assessment Area (*support documentation available upon request*)
 - I. Number 216: England-Thims & Miller, Inc. [\$10,377.50]
 - II. Number 217: Rinker Materials [\$112,334.40]
 - III. Number 218: Rinker Materials [\$65,581.91]
 - IV. Number 219: Rinker Materials [\$123,459.99]
 - V. Number 220: Creekview CDD [\$1,983.00]
 - VI. Number 221: Ferguson Enterprises, LLC [\$438,337.80]
 - VII. Number 222: Vallencourt Construction Co. Inc. [\$114,425.64]
 - VIII. Number 223: Vallencourt Construction Co. Inc. [\$243,862.44]
 - IX. Number 224: Vallencourt Construction Co. Inc. [\$395,407.79]
 - X. Number 225: Vallencourt Construction Co. Inc. [\$898,516.53]
 - XI. Number 226: SES Energy Services, LLC [\$4,000.00]
 - B. Ratification Items
 - I. Ferguson Waterworks Purchase Order, P.O.: BBDD-010
 - II. Ring Power Cat Purchase Order, PO: TRCDD-07

- III. Rinker Materials Purchase Order, P.O.: TRCDD-008
 - IV. Forterra Pipe and Precast Purchase Order, P.O.: TRCDD 009
 - V. Assignment of Agreement & Acquisition of Improvements, Tributary unit Project
 - VI. SES Environmental Resource Solutions LLC, Proposal for Tributary Project Erosion and Sedimentation Control Inspections
- 4. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2023-08, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
 - 5. Consideration of Resolution 2023-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
 - 6. Consideration of Resolution 2023-10, Making Certain Findings; Approving the Supplemental Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2023 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2023 Bonds; Levying and Allocating Assessments Securing Series 2023 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date
 - 7. Consideration of Ancillary Financing Documents
 - A. Acquisition Agreement
 - B. Completion Agreement
 - C. Collateral Assignment
 - D. Declaration of Consent
 - E. True Up Agreement
 - F. Notice of Assessments

8. Acceptance of Unaudited Financial Statements as of May 31, 2023

9. Approval of June 15, 2023 Regular Meeting Minutes

10. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
- C. Property Manager: *Castle Group*
- D. Lifestyle Director: *OnPlace, LLC*
- E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: August 17, 2023 at 3:00 PM

- QUORUM CHECK

SEAT 1	BRAD ODOM	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	LIAM O'REILLY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	GREGG KERN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	ROSE BOCK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	MIKE TAYLOR	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

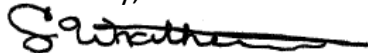
11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AI

SERIES 2021B (SOUTH ASSESSMENT AREA)

REQUISITION No. 216

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **216**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 10,377.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Invoice 208734 (May 2023) Master Site Planning (WA#7)	\$ 1,715.00
Invoice 208747 (May 2023) Tributary Unit 8 CEI (WA#8)	\$ 1,576.50
Invoice 208748 (May 2023) Three Rivers CDD-Edwards Road Water Main CEI Services (WA#9)	\$ 695.00
Invoice 208756 (May 2023) Tax Exempt Purchase Administration (Unit B) (WA#14)	\$ 1,416.50
Invoice 208759 (May 2003) Unit 10 CEI Services (WA#15)	\$ 3,252.50
Invoice 208760 (May 2023) Unit 15 CEI Services (WA#18)	<u>\$ 1,722.00</u>
TOTAL REQUISITION 216	\$10,377.50

- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,

or


- this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

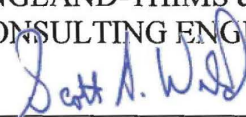
By: 

Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER



District Engineer

June 6, 2023



Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

June 05, 2023
 Project No: 22121.00000
 Invoice No: 0208734

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING
Professional Services rendered through May 27, 2023

Task	01	Master Site Planning			
			Current	Prior	To-Date
Total Billings			0.00	24,746.75	24,746.75
Contract Limit					25,000.00
Remaining					253.25
Total this Task					0.00

Task	02	Master Plan Coordination			
			Current	Prior	To-Date
Total Billings			0.00	14,395.75	14,395.75
Contract Limit					15,000.00
Remaining					604.25
Total this Task					0.00

Task	03	Master Planning Coordination Meetings			
Professional Personnel					
			Hours	Rate	Amount
Vice President					
Wild, Scott	5/6/2023		1.00	260.00	260.00
Project Manager					
Milligan, Neal	5/6/2023		.50	200.00	100.00
Sr. Landscape Architect					
Clark, Ryan	5/27/2023		3.75	184.00	690.00
Administrative Support					
Horrell, Nicholas	3/25/2023		7.00	95.00	665.00
Totals			12.25		1,715.00
Total Labor					1,715.00
			Current	Prior	To-Date
Total Billings			1,715.00	3,255.00	4,970.00
Contract Limit					25,000.00
Remaining					20,030.00

Total this Task **\$1,715.00**

Task XP Expenses

Total this Task **0.00**

Invoice Total this Period **\$1,715.00**

Outstanding Invoices

Number	Date	Balance
0208035	5/4/2023	1,983.00 ✓
Total		1,983.00

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-842-8890 • fax 904-846-9485
CA-00002584 LC-0000316



Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

June 05, 2023
 Project No: 22324.00000
 Invoice No: 0208747

Project 22324.00000 Tributary Unit 8 CEI (WA#8)

Professional Services rendered through May 27, 2023

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
Vice President					
Wild, Scott	5/13/2023		1.00	260.00	260.00
CEI Project Manager/Project Admin.					
Donchez, James	5/6/2023		.25	184.00	46.00
Donchez, James	5/13/2023		.25	184.00	46.00
Donchez, James	5/20/2023		.75	184.00	138.00
Donchez, James	5/27/2023		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	5/13/2023		.50	163.00	81.50
CEI Inspector					
Steeple, Travis	5/13/2023		1.00	132.00	132.00
Steeple, Travis	5/20/2023		1.50	132.00	198.00
Steeple, Travis	5/27/2023		1.50	132.00	198.00
Engineering/Landscape Designer					
Dreher, Al	4/8/2023		1.25	140.00	175.00
Dreher, Al	4/22/2023		1.00	140.00	140.00
Dreher, Al	4/29/2023		.50	140.00	70.00
Totals			10.00		1,576.50
Total Labor					1,576.50

	Current	Prior	To-Date
Total Billings	1,576.50	21,420.75	22,997.25
Contract Limit			59,520.00
Remaining			36,522.75
Total this Task			\$1,576.50

Task 02 Progress Meetings

	Current	Prior	To-Date
Total Billings	0.00	8,852.50	8,852.50
Contract Limit			12,960.00
Remaining			4,107.50

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-6990 • fax 904-646-0485
 CA-0002684 LC-0000916

Total this Task 0.00

Task	03	Owner Requested Plan Revisions			
			Current	Prior	To-Date
Total Billings			0.00	7,058.00	7,058.00
Contract Limit					10,000.00
Remaining					2,942.00
					Total this Task 0.00

Task	04	RFP Process			
			Current	Prior	To-Date
Total Billings			0.00	7,241.50	7,241.50
Contract Limit					7,500.00
Remaining					258.50
					Total this Task 0.00

Task	05	Reimbursable Expenses			
			Current	Prior	To-Date
Total Billings			0.00	996.14	996.14
Contract Limit					1,500.00
Remaining					503.86
					Total this Task 0.00

Invoice Total this Period \$1,576.50

Outstanding Invoices

Number	Date	Balance
0208042	5/4/2023	3,785.38 ✓
Total		3,785.38

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
CA-0002584 LC-0003318



Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

June 05, 2023
 Project No: 22336.00000
 Invoice No: 0208748

Project 22336.00000 Three Rivers CDD-Edwards Road Watermain CEI Services (WA#9)
Professional Services rendered through May 27, 2023

Task 01 Limited Construction Administration Services

Professional Personnel

	Hours	Rate	Amount	
Vice President				
Wild, Scott	5/6/2023	2.00	260.00	520.00
Engineer				
Bolatete, Nicole	5/6/2023	1.00	175.00	175.00
Totals		3.00		695.00
Total Labor				695.00
	Current	Prior	To-Date	
Total Billings	695.00	3,104.50	3,799.50	
Contract Limit			20,160.00	
Remaining			16,360.50	
		Total this Task		\$695.00

Task 02 Owner Requested Plan Revisions

	Current	Prior	To-Date	
Total Billings	0.00	4,801.75	4,801.75	
Contract Limit			5,000.00	
Remaining			198.25	
		Total this Task		0.00

Task 03 RFP Process

	Current	Prior	To-Date	
Total Billings	0.00	4,914.00	4,914.00	
Contract Limit			5,000.00	
Remaining			86.00	
		Total this Task		0.00

Task 04 Reimbursable Expenses

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-6690 • fax 904-646-9485
 CA-00002584 LC-0000316

	Current	Prior	To-Date	
Total Billings	0.00	798.41	798.41	
Contract Limit			1,500.00	
Remaining			701.59	
		Total this Task		0.00
		Invoice Total this Period		<u><u>\$695.00</u></u>

Outstanding Invoices

Number	Date	Balance
0208043	5/4/2023	1,429.50 ✓
Total		1,429.50



Ernesto Torres
 Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

June 05, 2023
 Project No: 22418.00000
 Invoice No: 0208756

Project 22418.00000 Three Rivers CDD-Tax Exempt Purchase Administration-Unit B
 (WA#14)

Professional Services rendered through May 27, 2023

Task 01 CDD Tax Exempt Purchase Administration

Professional Personnel

			Hours	Rate	Amount
Vice President					
Wild, Scott	5/6/2023		2.00	260.00	520.00
CEI Sr. Inspector					
Ellins, Jason	5/13/2023		2.00	163.00	326.00
Ellins, Jason	5/20/2023		3.00	163.00	489.00
Ellins, Jason	5/27/2023		.50	163.00	81.50
Totals			7.50		1,416.50
Total Labor					1,416.50

	Current	Prior	To-Date
Total Billings	1,416.50	13,160.50	14,577.00
Contract Limit			25,000.00
Remaining			10,423.00
Total this Task			\$1,416.50

Task	XP	Reimbursable Expenses	Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Contract Limit					500.00
Remaining					500.00
Total this Task					0.00

Invoice Total this Period \$1,416.50

Outstanding Invoices

Number	Date	Balance
0208052	5/4/2023	2,507.00 ✓
Total		2,507.00

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • Tel 904-642-8990 • Fax 904-646-9485
 CA-0002684 LC-0000316



Ernesto Torres
 Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

June 05, 2023
 Project No: 22443.00000
 Invoice No: 0208759

Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through May 27, 2023

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
Project Manager					
Schroeder, Alec	4/22/2023		6.50	200.00	1,300.00
Schroeder, Alec	4/29/2023		.25	200.00	50.00
Engineer					
Bolatete, Nicole	5/6/2023		1.00	175.00	175.00
Bolatete, Nicole	5/13/2023		1.00	175.00	175.00
CEI Project Manager/Project Admin.					
Donchez, James	5/6/2023		.25	184.00	46.00
Donchez, James	5/13/2023		.25	184.00	46.00
Donchez, James	5/20/2023		.75	184.00	138.00
Donchez, James	5/27/2023		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	5/6/2023		2.00	163.00	326.00
Brooks, Jeffrey	5/13/2023		.50	163.00	81.50
Brooks, Jeffrey	6/3/2023		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	5/13/2023		2.00	132.00	264.00
Steeple, Travis	5/20/2023		1.50	132.00	198.00
Steeple, Travis	5/27/2023		1.50	132.00	198.00
Totals			19.00		3,252.50
Total Labor					3,252.50

	Current	Prior	To-Date
Total Billings	3,252.50	16,817.50	20,070.00
Contract Limit			65,520.00
Remaining			45,450.00
Total this Task			\$3,252.50

Task 02 Progress Meetings

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-646-9485
 CA-0002584 LC-0000316

	Current	Prior	To-Date
Total Billings	0.00	5,851.75	5,851.75
Contract Limit			12,960.00
Remaining			7,108.25
Total this Task			0.00

Task	03	Owner Requested Plan Revisions	Current	Prior	To-Date
Total Billings			0.00	9,840.00	9,840.00
Contract Limit					10,000.00
Remaining					160.00
Total this Task					0.00

Task	04	Reimbursable Expenses	Total this Task		
			0.00		

Invoice Total this Period \$3,252.50

Outstanding Invoices

Number	Date	Balance
0208057	5/4/2023	4,094.88 ✓
Total		4,094.88

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8960 • fax 904-646-9485
 CA-00002584 LC-0000318



Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

June 05, 2023
 Project No: 22443.01000
 Invoice No: 0208760

Project 22443.01000 Three Rivers CDD-Unit 15 CEI Services (WA#18)

Professional Services rendered through May 27, 2023

Task 01. Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
Vice President					
Wild, Scott	5/20/2023		1.00	260.00	260.00
Project Manager					
Milligan, Neal	5/6/2023		1.00	200.00	200.00
Engineer					
McDaniel, Reid	4/29/2023		1.00	175.00	175.00
CEI Sr. Inspector					
Brooks, Jeffrey	5/6/2023		1.00	163.00	163.00
CADD/GIS Technician					
Cox Jr., Robert	4/29/2023		7.00	132.00	924.00
Totals			11.00		1,722.00
Total Labor					1,722.00

	Current	Prior	To-Date
Total Billings	1,722.00	0.00	1,722.00
Contract Limit			69,108.00
Remaining			67,386.00
Total this Task			\$1,722.00

Task 02. Progress Meetings

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			13,524.00
Remaining			13,524.00
Total this Task			0.00

Task 03. Owner Requested Plan Revisions

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			10,000.00

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-0002584 LC-0000318

Remaining

10,000.00

Total this Task

0.00

Task 04.

Reimbursable Expenses

Current

Prior

To-Date

Total Billings

0.00

0.00

0.00

Contract Limit

500.00

Remaining

500.00

Total this Task

0.00

Invoice Total this Period

\$1,722.00

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8900 • fax 904-646-9485

CA-00002584 LC-0000316






Three Rivers CDD - Requisition 216 - ETM

Final Audit Report

2023-06-07

Created:	2023-06-07
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGSoSEu5OnU366VIOVz51VsM894a7KwtF

"Three Rivers CDD - Requisition 216 - ETM" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-07 - 1:40:41 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-07 - 1:41:05 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-07 - 5:50:39 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-07 - 5:50:50 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-07 - 5:50:50 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 217**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **217**
- (2) Payment Instructions; **Rinker Materials**
PO Box 936217
Atlanta, GA 31193-6217
- (3) Amount Payable: **\$ 112,334.40**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 10**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

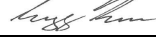
1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

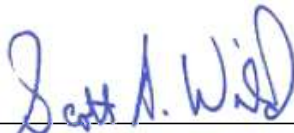
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**


District Engineer

June 20, 2023

<i>DATE</i>	<i>INVOICE NUMBER</i>	<i>AMOUNT</i>	<i>INVOICE DATE</i>
04/04/23	26714081	\$8,892.00	03/23/23
04/04/23	26714082	\$8,064.00	03/23/23
04/04/23	26714083	\$9,900.00	03/23/23
04/04/23	26723201	\$8,424.00	03/24/23
04/04/23	26723202	\$8,424.00	03/24/23
04/04/23	26723203	\$8,424.00	03/24/23
04/04/23	26723204	\$8,424.00	03/24/23
04/04/23	26723205	\$8,380.80	03/24/23
04/04/23	26740708	\$8,481.60	03/27/23
04/04/23	26740709	\$8,424.00	03/27/23
04/04/23	26740710	\$5,472.00	03/27/23
04/04/23	26740711	\$5,472.00	03/27/23
04/04/23	26740712	\$7,992.00	03/27/23
04/04/23	26750200	\$7,560.00	03/28/23
TOTAL		\$112,334.40	

INVOICE

INVOICE NO.

26714081



RINKER MATERIALS
P.O. BOX 936217
ATLANTA, GA 31193-6217

B I L L T O
 714706
THREE RIVERS CDD
C/O ENGLAND-THIMS & MILLER, INC
14775 OLD ST AUGUSTINE RD
JACKSONVILLE FL 32043

S H I P T O
 851892
TRIBUTARY 1B UNIT 10
BUCCANEER TRL AT POLICE LODGE RD
YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/23/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/27/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
104			40.000 22375412	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:742362 SB#:09672772	85.500	LF	8,892.00
13			140.000 22375412	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,892.00
	INVOICE TOTAL ►	8,892.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.
26714082



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/23/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/27/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
48			40.000 22375419	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:742362 SB#:09672772	85.500	LF	4,104.00
16			60.000 22375419	PR054P3B096090	P R 54 PFL CL-3 B WALL 96 GRAN P R 54 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	247.500	LF	3,960.00
6			140.000 22375419	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:742362 SB#:09672772	.000	EA	.00
2			160.000 22375419	RGAS0054000	54 RUBBER GASKET PROFILE 54 RUBBER GASKET PROFILE PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,064.00
	INVOICE TOTAL ►	8,064.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.
26714083



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/23/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/27/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
40			60.000 22375421	PR054P3B096090	P R 54 PFL CL-3 B WALL 96 GRAN P R 54 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	247.500	LF	9,900.00
5			160.000 22375421	RGAS0054000	54 RUBBER GASKET PROFILE 54 RUBBER GASKET PROFILE PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	9,900.00
	INVOICE TOTAL ►	9,900.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26723201



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/24/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/28/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
72			50.000 22380416	PR036P3B096090	P R 36 PFL CL-3 B WALL 96 GRAN P R 36 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	117.000	LF	8,424.00
9			150.000 22380416	RGAS0036000	36" PROFILE (118 1/8) 36 RUBBER GASKET PROFILE (118 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,424.00
	INVOICE TOTAL ►	8,424.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26723202



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217
---------------------------------	--

B I L L T O	714706 THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	---

S H I P T O	851892 TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/24/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/28/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
72			50.000 22380426	PR036P3B096090	P R 36 PFL CL-3 B WALL 96 GRAN P R 36 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	117.000	LF	8,424.00
9			150.000 22380426	RGAS0036000	36" PROFILE (118 1/8) 36 RUBBER GASKET PROFILE (118 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,424.00
	INVOICE TOTAL ►	8,424.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26723203



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217
---------------------------------	--

B I L L T O	714706 THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	---

S H I P T O	851892 TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/24/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/28/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
72			50.000 22380430	PR036P3B096090	P R 36 PFL CL-3 B WALL 96 GRAN P R 36 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	117.000	LF	8,424.00
9			150.000 22380430	RGAS0036000	36" PROFILE (118 1/8) 36 RUBBER GASKET PROFILE (118 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,424.00
	INVOICE TOTAL ►	8,424.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26723204



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/24/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/28/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
72			50.000 22380434	PR036P3B096090	P R 36 PFL CL-3 B WALL 96 GRAN P R 36 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	117.000	LF	8,424.00
9			150.000 22380434	RGAS0036000	36" PROFILE (118 1/8) 36 RUBBER GASKET PROFILE (118 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,424.00
	INVOICE TOTAL ►	8,424.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26723205



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/24/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/28/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
16			30.000 22380445	PR024P3B096090	24" PG CL-3 RCP SPC MIX 8" P R 24 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	55.800	LF	892.80
64			50.000 22380445	PR036P3B096090	P R 36 PFL CL-3 B WALL 96 GRAN P R 36 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	117.000	LF	7,488.00
2			130.000 22380445	RGAS0024000	24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4 PRO#:742362 SB#:09672772	.000	EA	.00
8			150.000 22380445	RGAS0036000	36" PROFILE (118 1/8) 36 RUBBER GASKET PROFILE (118 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,380.80
	INVOICE TOTAL ►	8,380.80
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26740708



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217
---------------------------------	--

B I L L T O	714706 THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	---

S H I P T O	851892 TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/27/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/30/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
152			30.000 22390603	PR024P3B096090	24" PG CL-3 RCP SPC MIX 8" P R 24 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	55.800	LF	8,481.60
19			130.000 22390603	RGAS0024000	24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,481.60
	INVOICE TOTAL ►	8,481.60
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.
26740709



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/27/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/30/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
48			20.000 22390613	PR018P3B096090	P R 018 PFL CL-3 B WALL 96 GRA P R 18 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	36.000	LF	1,728.00
120			30.000 22390613	PR024P3B096090	24" PG CL-3 RCP SPC MIX 8' P R 24 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	55.800	LF	6,696.00
6			120.000 22390613	RGAS0018000	18" PROFILE (3/4X396CC) 18 PROFILE GASKET (3/4 X396CC) PRO#:742362 SB#:09672772	.000	EA	.00
15			130.000 22390613	RGAS0024000	24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4 PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	8,424.00
	INVOICE TOTAL ►	8,424.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26740710



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	--------	---

S H I P T O	851892	TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/27/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/30/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
152			20.000 22390616	PR018P3B096090	P R 018 PFL CL-3 B WALL 96 GRA P R 18 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	36.000	LF	5,472.00
19			120.000 22390616	RGAS0018000	18" PROFILE (3/4X396CC) 18 PROFILE GASKET (3/4 X396CC) PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	5,472.00
	INVOICE TOTAL ►	5,472.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26740711



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217
---------------------------------	--

B I L L T O	714706 THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	---

S H I P T O	851892 TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/27/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/30/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
152			20.000 22390619	PR018P3B096090	P R 018 PFL CL-3 B WALL 96 GRA P R 18 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	36.000	LF	5,472.00
19			120.000 22390619	RGAS0018000	18" PROFILE (3/4X396CC) 18 PROFILE GASKET (3/4 X396CC) PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	5,472.00
	INVOICE TOTAL ►	5,472.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26740712



RINKER MATERIALS
P.O. BOX 936217
ATLANTA, GA 31193-6217

B I L L T O
 714706
THREE RIVERS CDD
C/O ENGLAND-THIMS & MILLER, INC
14775 OLD ST AUGUSTINE RD
JACKSONVILLE FL 32043

S H I P T O
 851892
TRIBUTARY 1B UNIT 10
BUCCANEER TRL AT POLICE LODGE RD
YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/27/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/30/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
296			10.000 22390629	PR015P3B096090	P R 015 PFL CL-3 B WALL 96 GRA P R 15 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	27.000	LF	7,992.00
37			110.000 22390629	RGAS0015000	15" PROFILE (21/32X262CC) 15 RUBBER GASKET PROFILE (21/ PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	7,992.00
	INVOICE TOTAL ►	7,992.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE NO.

26750200



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217
---------------------------------	--

B I L L T O	714706 THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
----------------------------	---

S H I P T O	851892 TRIBUTARY 1B UNIT 10 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
----------------------------	--

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-006	03/28/23		04/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
03/31/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
280			10.000 22398016	PR015P3B096090	P R 015 PFL CL-3 B WALL 96 GRA P R 15 PFL CL-3 B WALL 96 GRAN PRO#:742362 SB#:09672772	27.000	LF	7,560.00
35			110.000 22398016	RGAS0015000	15" PROFILE (21/32X262CC) 15 RUBBER GASKET PROFILE (21/ PRO#:742362 SB#:09672772	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	7,560.00
	INVOICE TOTAL ►	7,560.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE






Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 217 Rinker (Unit 10)

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyAFGVc9_qUMTE2bNcjs0Ux8Yx8ypSywu

"Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 217 Rinker (Unit 10)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-21 - 1:03:06 PM GMT- IP address: 174.211.227.234
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-21 - 1:03:34 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-21 - 4:56:39 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-21 - 4:56:45 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-21 - 4:56:45 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A111

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 218**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **218**
- (2) Payment Instructions; **Rinker Materials**
PO Box 936217
Atlanta, GA 31193-6217
- (3) Amount Payable: **\$ 65,581.91**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 8**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:


1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**


District Engineer

June 20, 2023

<i>INVOICE NUMBER</i>	<i>AMOUNT</i>	<i>INVOICE DATE</i>
26451854	\$40,763.91	02/06/23
26522349	\$24,818.00	02/21/23

TOTAL \$65,581.91

INVOICE

INVOICE NO.

26451854



RINKER MATERIALS
P.O. BOX 936217
ATLANTA, GA 31193-6217

B I L L T O
 714706 **THREE RIVERS CDD C.O VALLENCOURT**
CONSTRUCTION CO INC
PO BOX 1889
GREEN COVE SPRINGS FL 32043-1889

S H I P T O
 837390 **VALLENCOURT CONSTRUCTION TRIBUTARY**
PH1B
ST RD 200 POLICE LODGE RD
BJ (904)518-8846
YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
SIGNED QUOTE	02/06/23		03/10/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
02/08/23	.	Net 30	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22141128	727968-160-01	PS-01 STRUCTURE PRO#:727968 SB#:00595729 SC#: PS-01	40,763.910	EA	40,763.91
1			22141128	ETHW0CA0000012T	12.0 TON CATCH ALL HEADWALL PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00
1			22141128	SR096R09M078N	96 RISER 09 MTR 78 N PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00
64			22141128	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00
3			22141128	RJTS0000002	12"X50' JOINTWRAP RUBRNEK EXT EXTERIOR ROLL PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4210 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	40,763.91
	TAX ►	
	INVOICE TOTAL ►	40,763.91
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
26451854

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22141128	RCTG0000031	CS-300 PRIMER PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00
1			22141152	SR096R09M084N	96 RISER 09 MTR 84 N PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00
1			22141152	SR096R09M072N	96 RISER 09 MTR 72 N PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00
1			22141152	RBOT0120078	NPC S40612AWPEX316 1-1180 CLMP 8"PVC PRO#:727968 SB#:00595729 SC#: PS-01	.000	EA	.00

INVOICE

INVOICE NO.

26522349



RINKER MATERIALS
P.O. BOX 936217
ATLANTA, GA 31193-6217

B I L L T O
 714706
 THREE RIVERS CDD C.O VALLENCOURT
 CONSTRUCTION CO INC
 PO BOX 1889
 GREEN COVE SPRINGS FL 32043-1889

S H I P T O
 834718
 TRIBUTARY PH1B UNIT 8
 ST RD 200 POLICE LODGE RD
 VALLENCOURT CONSTRUCTION TRIBUTARY
 PH1B
 BJ (904)518-8846
 YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-002	02/21/23		03/24/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
02/22/23	.	Net 30	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
84			22208403	SR032G08F002N000	032 G R 08 FLAT 002 N PRO#:714785 SB#:00591422 SC#: MH-14	49.000	EA	4,116.00
92			22208403	SS033036006G02N000	33"x36"x2" GRADE RING PRO#:714785 SB#:00591422	94.000	EA	8,648.00
88			22208403	SS033036006G04N000	33"x36"x4" GRADE RING PRO#:714785 SB#:00591422	133.000	EA	11,704.00
1			22208403	691900	FREIGHT/DELIVERY FREIGHT/DELIVERY PRO#:714785 SB#:00591422	350.000	EA	350.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4210 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	24,818.00
	TAX ►	
	INVOICE TOTAL ►	24,818.00
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

2021B ACQUISITION AND CONSTRUCTION ETM No 218 Rinker (Unit 8)

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApSDvtjFVBtp_HarVG65WgHevqqudmDZ0

"2021B ACQUISITION AND CONSTRUCTION ETM No 218 Rinker (Unit 8)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-21 - 6:18:00 PM GMT- IP address: 174.211.227.234
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-21 - 6:18:20 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-21 - 6:22:30 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-21 - 6:22:36 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-21 - 6:22:36 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 219**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **219**
- (2) Payment Instructions; **Rinker Materials**
PO Box 936217
Atlanta, GA 31193-6217
- (3) Amount Payable: **\$ 123,459.99**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 15**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

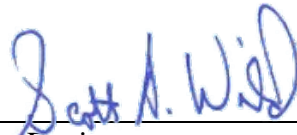
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**



District Engineer

June 29, 2023

<i>INVOICE NUMBER</i>	<i>AMOUNT</i>	<i>INVOICE DATE</i>
27094195	\$12,496.30	05/22/23
27113478	\$35,213.87	05/23/23
27124620	\$10,193.62	05/25/23
27137192	\$11,995.22	05/26/23
27162825	\$41,815.13	05/26/23
27184189	\$11,745.85	05/31/23
TOTAL	\$123,459.99	

INVOICE

INVOICE NO.
27094195



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD
		C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043

S H I P T O	858180	TRIBUTARY UNIT 15
		ST RD 200 POLICE LODGE RD BJ (904)518-8846 YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	05/22/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/24/23	.	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22719326	748386-007-01	MH-5 STRUCTURE PRO#:748386 SB#:00656619 SC#: MH-5	4,442.620	EA	4,442.62
1			22719326	SR048B05M036N	48 BASE 05 MTR 36 N PRO#:748386 SB#:00656619 SC#: MH-5	.000	EA	.00
1			22719326	SR048R05M036N	48 RISER 05 MTR 36 N PRO#:748386 SB#:00656619 SC#: MH-5	.000	EA	.00
1			22719326	SR048R05M072N	48 RISER 05 MTR 72 N PRO#:748386 SB#:00656619 SC#: MH-5	.000	EA	.00
1			22719326	SR048C05M012E	48 CONE 05 MTR 012 ECC PRO#:748386 SB#:00656619 SC#: MH-5	.000	EA	.00
24			22719326	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4210 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	12,496.30
	INVOICE TOTAL ►	12,496.30
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
27094195

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
8			22719326	RJTS0000025	PRO#:748386 SB#:00656619 SC#: MH-5 9X50' JOINTWRAP RUBRNEK EXTERI OR ROLL	.000	EA	.00
3			22719326	RCTG0000031	PRO#:748386 SB#:00656619 SC#: MH-5 CS-300 PRIMER	.000	EA	.00
4			22719326	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-5 NPC S40612AWPEX316 1-1180 CLMP 8"PVC	.000	EA	.00
1			22719326	748386-008-01	PRO#:748386 SB#:00656619 SC#: MH-5 MH-6 STRUCTURE	4,264.860	EA	4,264.86
1			22719326	SR048B05M030N	PRO#:748386 SB#:00656619 SC#: MH-6 48 BASE 05 MTR 30 N	.000	EA	.00
1			22719326	SR048R05M036N	PRO#:748386 SB#:00656619 SC#: MH-6 48 RISER 05 MTR 36 N	.000	EA	.00
1			22719326	SR048R05M072N	PRO#:748386 SB#:00656619 SC#: MH-6 48 RISER 05 MTR 72 N	.000	EA	.00
1			22719326	SR048C05M012E	PRO#:748386 SB#:00656619 SC#: MH-6 48 CONE 05 MTR 012 ECC	.000	EA	.00
24			22719326	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-6 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
4			22719326	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-6 NPC S40612AWPEX316 1-1180 CLMP 8"PVC	.000	EA	.00
1			22719326	748386-009-01	PRO#:748386 SB#:00656619 SC#: MH-7 MH-7 STRUCTURE	3,788.820	EA	3,788.82
1			22719326	SR048B05M030N	PRO#:748386 SB#:00656619 SC#: MH-7 48 BASE 05 MTR 30 N	.000	EA	.00
1			22719326	SR048R05M084N	PRO#:748386 SB#:00656619 SC#: MH-7 48 RISER 05 MTR 84 N	.000	EA	.00
1			22719326	SR048C05M012E	PRO#:748386 SB#:00656619 SC#: MH-7 48 CONE 05 MTR 012 ECC	.000	EA	.00
16			22719326	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-7 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00

Continued On Next Page



INVOICE

INVOICE NO.
27094195

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
3			22719326	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-7 NPC S40612AWPEX316 1-1180 CLMP 8"PVC	.000	EA	.00
1			22737884	RSKM0000012	PRO#:748386 SB#:00656619 SC#: MH-7 CAST ENVIRO SKIM ALUM PRO#:748386 SB#:00656619 SC#: FS-101	.000	EA	.00

INVOICE

INVOICE NO.

27113478



RINKER MATERIALS
P.O. BOX 936217
ATLANTA, GA 31193-6217

B I L L T O
 714706
THREE RIVERS CDD
C/O ENGLAND-THIMS & MILLER, INC
14775 OLD ST AUGUSTINE RD
JACKSONVILLE FL 32043

S H I P T O
 858180
TRIBUTARY UNIT 15
ST RD 200 POLICE LODGE RD
BJ (904)518-8846
YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	05/23/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/26/23	.	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22730640	748386-001-01	MH-10 STRUCTURE PRO#:748386 SB#:00656619 SC#: MH-10	3,469.240	EA	3,469.24
1			22730640	SR048B05M036N	48 BASE 05 MTR 36 N PRO#:748386 SB#:00656619 SC#: MH-10	.000	EA	.00
1			22730640	SR048R05M036N	48 RISER 05 MTR 36 N PRO#:748386 SB#:00656619 SC#: MH-10	.000	EA	.00
1			22730640	SR048C05M036E	48 CONE 05 MTR 36 ECC PRO#:748386 SB#:00656619 SC#: MH-10	.000	EA	.00
16			22730640	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: MH-10	.000	EA	.00
2			22730640	RBOT0120078	NPC S40612AWPEX316 1-1180 CLMP	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4190 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	35,213.87
	INVOICE TOTAL ►	35,213.87
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
27113478

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22730640	748386-010-01	8"PVC PRO#:748386 SB#:00656619 SC#: MH-10 MH-8 STRUCTURE	3,788.820	EA	3,788.82
1			22730640	SR048B05M036N	PRO#:748386 SB#:00656619 SC#: MH-8 48 BASE 05 MTR 36 N	.000	EA	.00
1			22730640	SR048R05M060N	PRO#:748386 SB#:00656619 SC#: MH-8 48 RISER 05 MTR 60 N	.000	EA	.00
1			22730640	SR048C05M036E	PRO#:748386 SB#:00656619 SC#: MH-8 48 CONE 05 MTR 36 ECC	.000	EA	.00
16			22730640	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-8 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
2			22730640	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-8 NPC S40612AWPEX316 1-1180 CLMP	.000	EA	.00
1			22730640	748386-011-01	8"PVC PRO#:748386 SB#:00656619 SC#: MH-8 MH-9 STRUCTURE	3,788.820	EA	3,788.82
1			22730640	SR048B05M036N	PRO#:748386 SB#:00656619 SC#: MH-9 48 BASE 05 MTR 36 N	.000	EA	.00
1			22730640	SR048R05M048N	PRO#:748386 SB#:00656619 SC#: MH-9 48 RISER 05 MTR 48 N	.000	EA	.00
1			22730640	SR048C05M036E	PRO#:748386 SB#:00656619 SC#: MH-9 48 CONE 05 MTR 36 ECC	.000	EA	.00
16			22730640	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-9 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
2			22730640	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-9 NPC S40612AWPEX316 1-1180 CLMP	.000	EA	.00
1			22739100	748386-002-01	8"PVC PRO#:748386 SB#:00656619 SC#: MH-9 MH-11 STRUCTURE	3,469.240	EA	3,469.24
1			22739100	SR048B05M036N	PRO#:748386 SB#:00656619 SC#: MH-11 48 BASE 05 MTR 36 N	.000	EA	.00
1			22739100	SR048R05M036N	PRO#:748386 SB#:00656619 SC#: MH-11 48 RISER 05 MTR 36 N	.000	EA	.00

Continued On Next Page



INVOICE

INVOICE NO.
27113478

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22739100	SR048C05M036E	PRO#:748386 SB#:00656619 SC#: MH-11 48 CONE 05 MTR 36 ECC	.000	EA	.00
16			22739100	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-11 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
2			22739100	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-11 NPC S40612AWPEX316 1-1180 CLMP 8"PVC	.000	EA	.00
1			22739100	748386-003-01	PRO#:748386 SB#:00656619 SC#: MH-11 MH-12 STRUCTURE	2,917.050	EA	2,917.05
1			22739100	SR048B05M030N	PRO#:748386 SB#:00656619 SC#: MH-12 48 BASE 05 MTR 30 N	.000	EA	.00
1			22739100	SR048R05M012N	PRO#:748386 SB#:00656619 SC#: MH-12 48 RISER 05 MTR 012 N	.000	EA	.00
1			22739100	SR048C05M036E	PRO#:748386 SB#:00656619 SC#: MH-12 48 CONE 05 MTR 36 ECC	.000	EA	.00
16			22739100	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-12 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
2			22739100	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-12 NPC S40612AWPEX316 1-1180 CLMP 8"PVC	.000	EA	.00
1			22739100	748386-004-01	PRO#:748386 SB#:00656619 SC#: MH-13 MH-13 STRUCTURE	2,508.450	EA	2,508.45
1			22739100	SR048B05M030N	PRO#:748386 SB#:00656619 SC#: MH-13 48 BASE 05 MTR 30 N	.000	EA	.00
1			22739100	SR048R05M012N	PRO#:748386 SB#:00656619 SC#: MH-13 48 RISER 05 MTR 012 N	.000	EA	.00
1			22739100	SR048C05M012E	PRO#:748386 SB#:00656619 SC#: MH-13 48 CONE 05 MTR 012 ECC	.000	EA	.00
16			22739100	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-13 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
2			22739100	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-13 NPC S40612AWPEX316 1-1180 CLMP	.000	EA	.00



INVOICE

INVOICE NO.
27113478

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22739100	748386-005-01	8"PVC PRO#:748386 SB#:00656619 SC#: MH-13 MH-14 STRUCTURE	2,508.450	EA	2,508.45
1			22739100	SR048B05M030N	PRO#:748386 SB#:00656619 SC#: MH-14 48 BASE 05 MTR 30 N	.000	EA	.00
1			22739100	SR048R05M012N	PRO#:748386 SB#:00656619 SC#: MH-14 48 RISER 05 MTR 012 N	.000	EA	.00
1			22739100	SR048C05M012E	PRO#:748386 SB#:00656619 SC#: MH-14 48 CONE 05 MTR 012 ECC	.000	EA	.00
16			22739100	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-14 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
2			22739100	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-14 NPC S40612AWPEX316 1-1180 CLMP	.000	EA	.00
1			22739100	748386-006-01	8"PVC PRO#:748386 SB#:00656619 SC#: MH-14 MH-15 STRUCTURE	2,508.450	EA	2,508.45
1			22739100	SR048B05M030N	PRO#:748386 SB#:00656619 SC#: MH-15 48 BASE 05 MTR 30 N	.000	EA	.00
1			22739100	SR048R05M012N	PRO#:748386 SB#:00656619 SC#: MH-15 48 RISER 05 MTR 012 N	.000	EA	.00
1			22739100	SR048C05M012E	PRO#:748386 SB#:00656619 SC#: MH-15 48 CONE 05 MTR 012 ECC	.000	EA	.00
16			22739100	RJTS0125002	PRO#:748386 SB#:00656619 SC#: MH-15 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
1			22739100	RBOT0120078	PRO#:748386 SB#:00656619 SC#: MH-15 NPC S40612AWPEX316 1-1180 CLMP	.000	EA	.00
1			22739100	RBOT0120048	8"PVC PRO#:748386 SB#:00656619 SC#: MH-15 NPC S40612CWPEX316 2-1128 CLMP	.000	EA	.00
1			22740610	748386-014-01	6"PVC PRO#:748386 SB#:00656619 SC#: MH-15 FS-10 STRUCTURE	1,201.500	EA	1,201.50
					PRO#:748386 SB#:00656619 SC#: FS-10			

Continued On Next Page



INVOICE

INVOICE NO.
27113478

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22740610	ETME03004R000000	ME 30 4:1 RCP JAX-434 PRO#:748386 SB#:00656619 SC#: FS-10	.000	EA	.00
1			22740610	748386-030-01	FS-7 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-7	4,418.590	EA	4,418.59
1			22740610	SR060B06M054X	60 BASE 06 MTR 54 EXT PRO#:748386 SB#:00656619 SC#: FS-7	.000	EA	.00
1			22740610	SR060R06M048N	60 RISER 06 MTR 48 N PRO#:748386 SB#:00656619 SC#: FS-7	.000	EA	.00
1			22740610	SR060S06M008N	60 SLAB 06 MTR 008 SOL PRO#:748386 SB#:00656619 SC#: FS-7	.000	EA	.00
10			22740610	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-7	.000	EA	.00
1			22740610	748386-033-01	FS-9-B STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-9-B	4,635.260	EA	4,635.26
1			22740610	SR060B06M072X	60 BASE 06 MTR 72 EXT PRO#:748386 SB#:00656619 SC#: FS-9-B	.000	EA	.00
1			22740610	SR060R06M060N	60 RISER 06 MTR 60 N PRO#:748386 SB#:00656619 SC#: FS-9-B	.000	EA	.00
1			22740610	SR060S06M008N	60 SLAB 06 MTR 008 SOL PRO#:748386 SB#:00656619 SC#: FS-9-B	.000	EA	.00
10			22740610	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-9-B	.000	EA	.00

INVOICE

INVOICE NO.
27124620



REMIT TO	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

BILL TO	714706	THREE RIVERS CDD
		C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043

SHIP TO	858180	TRIBUTARY UNIT 15
		ST RD 200 POLICE LODGE RD BJ (904)518-8846 YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	05/25/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/30/23	.	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22745658	748386-029-01	FS-6 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-6	4,019.260	EA	4,019.26
1			22745658	SR060B06M084X	60 BASE 06 MTR 84 EXT PRO#:748386 SB#:00656619 SC#: FS-6	.000	EA	.00
1			22745658	SR060S06M008N	60 SLAB 06 MTR 008 SOL PRO#:748386 SB#:00656619 SC#: FS-6	.000	EA	.00
4			22745658	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-6	.000	EA	.00
1			22745658	748386-032-01	FS-9-A STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-9-A	6,174.360	EA	6,174.36
1			22745658	SR072B07M072X	72 BASE 07 MTR 72 EXT	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4190 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	10,193.62
	INVOICE TOTAL ►	10,193.62
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

27124620

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22745658	SR072R07M060N	PRO#:748386 SB#:00656619 SC#: FS-9-A 72 RISER 07 MTR 60 N	.000	EA	.00
1			22745658	SR072S07M008N	PRO#:748386 SB#:00656619 SC#: FS-9-A 72 SLAB 07 MTR 008 SOL	.000	EA	.00
12			22745658	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-9-A JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-9-A	.000	EA	.00

INVOICE

INVOICE NO.
27137192



REMIT TO	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

BILL TO	714706	THREE RIVERS CDD
		C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043

SHIP TO	858180	TRIBUTARY UNIT 15
		ST RD 200 POLICE LODGE RD BJ (904)518-8846 YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	05/26/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/31/23	.	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22756131	748386-026-01	FS-3 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-3	2,732.350	EA	2,732.35
1			22756131	SR048B05M084X	48 BASE 05 MTR 84 EXT PRO#:748386 SB#:00656619 SC#: FS-3	.000	EA	.00
1			22756131	SR048S05M008O	058X058 SLAB 05 MTR 008 OCT PRO#:748386 SB#:00656619 SC#: FS-3	.000	EA	.00
4			22756131	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-3	.000	EA	.00
1			22756131	748386-027-01	FS-4 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-4	2,472.610	EA	2,472.61
1			22756131	SR048B05M084X	48 BASE 05 MTR 84 EXT PRO#:748386 SB#:00656619 SC#: FS-3	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4190 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	11,995.22
	INVOICE TOTAL ►	11,995.22
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
27137192

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22756131	SR048S05M008N	PRO#:748386 SB#:00656619 SC#: FS-4 48 SLAB 05 MTR 008 SOL	.000	EA	.00
6			22756131	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-4 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
1			22756131	748386-034-01	PRO#:748386 SB#:00656619 SC#: FS-4 FS-9 STRUCTURE	6,790.260	EA	6,790.26
1			22756131	SR072B07M072X	PRO#:748386 SB#:00656619 SC#: FS-9 72 BASE 07 MTR 72 EXT	.000	EA	.00
1			22756131	SR072R07M054N	PRO#:748386 SB#:00656619 SC#: FS-9 72 RISER 07 MTR 54 N	.000	EA	.00
1			22756131	SR072S07M008N	PRO#:748386 SB#:00656619 SC#: FS-9 72 SLAB 07 MTR 008 SOL	.000	EA	.00
12			22756131	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-9 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00

INVOICE

INVOICE NO.
27162825



REMIT TO	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

BILL TO	714706	THREE RIVERS CDD
		C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043

SHIP TO	858180	TRIBUTARY UNIT 15
		ST RD 200 POLICE LODGE RD BJ (904)518-8846 YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	05/26/23		07/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/05/23	.	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22756333	748386-028-01	FS-5 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-5	5,615.250	EA	5,615.25
1			22756333	SS06006008B084X	60 60 08 BASE 84 X PRO#:748386 SB#:00656619 SC#: FS-5	.000	EA	.00
1			22756333	SS06006008S008N	60 60 008 SOL SLAB PRO#:748386 SB#:00656619 SC#: FS-5	.000	EA	.00
6			22756333	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-5	.000	EA	.00
1			22756333	748386-031-01	FS-8 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-8	6,790.260	EA	6,790.26
1			22756333	SR072B07M066X	72 BASE 07 MTR 66 EXT	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4190 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	41,815.13
	INVOICE TOTAL ►	41,815.13
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
27162825

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22756333	SR072R07M060N	PRO#:748386 SB#:00656619 SC#: FS-8 72 RISER 07 MTR 60 N	.000	EA	.00
1			22756333	SR072S07M008N	PRO#:748386 SB#:00656619 SC#: FS-8 72 SLAB 07 MTR 008 SOL	.000	EA	.00
10			22756333	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-8 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
1			22776245	748386-013-01	PRO#:748386 SB#:00656619 SC#: FS-8 FS-1 STRUCTURE	1,779.490	EA	1,779.49
1			22776245	SS03603608B042X	PRO#:748386 SB#:00656619 SC#: FS-1 36 36 08 BASE 42 X	.000	EA	.00
1			22776245	748386-024-01	PRO#:748386 SB#:00656619 SC#: FS-1 FS-16 STRUCTURE	850.500	EA	850.50
1			22776245	ETME02404R000000	PRO#:748386 SB#:00656619 SC#: FS-16 ME 24 4:1 RCP JAX-434	.000	EA	.00
1			22776245	748386-025-01	PRO#:748386 SB#:00656619 SC#: FS-16 FS-2 STRUCTURE	5,615.250	EA	5,615.25
1			22776245	SS06006008B072X	PRO#:748386 SB#:00656619 SC#: FS-2 60 60 08 BASE 72 X	.000	EA	.00
1			22776245	SS06006008S008N	PRO#:748386 SB#:00656619 SC#: FS-2 60 60 008 SOL SLAB	.000	EA	.00
6			22776245	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-2 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
1			22776245	748386-035-01	PRO#:748386 SB#:00656619 SC#: FS-2 WSX-3 STRUCTURE	1,237.500	EA	1,237.50
1			22776245	ETHW012S0E000000	PRO#:748386 SB#:00656619 SC#: WSX-3 HW 12X18 SGL ECP FDOT 250	.000	EA	.00
1			22776245	748386-036-01	PRO#:748386 SB#:00656619 SC#: WSX-3 WSX-4 STRUCTURE	1,237.500	EA	1,237.50
1			22776245	ETHW012S0E000000	PRO#:748386 SB#:00656619 SC#: WSX-4 HW 12X18 SGL ECP FDOT 250	.000	EA	.00
1			22787065	748386-019-01	PRO#:748386 SB#:00656619 SC#: WSX-4 FS-11 STRUCTURE	1,779.490	EA	1,779.49

Continued On Next Page



INVOICE

INVOICE NO.
27162825

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22787065	SS03603608B036X	PRO#:748386 SB#:00656619 SC#: FS-11 36 36 08 BASE 36 X	.000	EA	.00
1			22787065	748386-020-01	PRO#:748386 SB#:00656619 SC#: FS-11 FS-12 STRUCTURE	1,779.490	EA	1,779.49
1			22787065	SS03603608B042X	PRO#:748386 SB#:00656619 SC#: FS-12 36 36 08 BASE 42 X	.000	EA	.00
1			22787065	748386-021-01	PRO#:748386 SB#:00656619 SC#: FS-12 FS-13 STRUCTURE	1,779.490	EA	1,779.49
1			22787065	SS03603608B036X	PRO#:748386 SB#:00656619 SC#: FS-13 36 36 08 BASE 36 X	.000	EA	.00
1			22787065	748386-022-01	PRO#:748386 SB#:00656619 SC#: FS-13 FS-14 STRUCTURE	1,779.490	EA	1,779.49
1			22787065	SR072B07M036X	PRO#:748386 SB#:00656619 SC#: FS-14 72 BASE 07 MTR 36 EXT	.000	EA	.00
1			22787065	SR072S07M008N	PRO#:748386 SB#:00656619 SC#: FS-14 72 SLAB 07 MTR 008 SOL	.000	EA	.00
6			22787065	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-14 JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
1			22787126	748386-015-01	PRO#:748386 SB#:00656619 SC#: FS-14 FS-100-A STRUCTURE	3,766.180	EA	3,766.18
1			22787126	SR060B06M072X	PRO#:748386 SB#:00656619 SC#: FS-100-A 60 BASE 06 MTR 72 EXT	.000	EA	.00
1			22787126	SR060S06M008N	PRO#:748386 SB#:00656619 SC#: FS-100-A 60 SLAB 06 MTR 008 SOL	.000	EA	.00
6			22787126	RJTS0125002	PRO#:748386 SB#:00656619 SC#: FS-100-A JOINT SEALANT RAMNEK 1 1/4 PIE CE	.000	EA	.00
1			22787126	748386-017-01	PRO#:748386 SB#:00656619 SC#: FS-100-A FS-101 STRUCTURE	6,954.740	EA	6,954.74
1			22787126	SS07207208B072X	PRO#:748386 SB#:00656619 SC#: FS-101 72 72 08 BASE 72 X	.000	EA	.00
1			22787126	SS07207208S010N	PRO#:748386 SB#:00656619 SC#: FS-101 72 72 010 SOL SLAB	.000	EA	.00

Continued On Next Page



INVOICE

INVOICE NO.
27162825

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22787126	748386-018-01	PRO#:748386 SB#:00656619 SC#: FS-101 FS-102 STRUCTURE	850.500	EA	850.50
1			22787126	ETME02404R000000	PRO#:748386 SB#:00656619 SC#: FS-102 ME 24 4:1 RCP JAX-434	.000	EA	.00
					PRO#:748386 SB#:00656619 SC#: FS-102			

INVOICE

INVOICE NO.
27184189



REMIT TO	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

BILL TO	714706	THREE RIVERS CDD
		C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043

SHIP TO	858180	TRIBUTARY UNIT 15
		ST RD 200 POLICE LODGE RD BJ (904)518-8846 YULEE FL 32097

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	05/31/23		07/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/07/23	.	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22776301	748386-023-01	FS-15 STRUCTURE PRO#:748386 SB#:00656619 SC#: FS-15	2,732.350	EA	2,732.35
1			22776301	SR048B05M072X	48 BASE 05 MTR 72 EXT PRO#:748386 SB#:00656619 SC#: FS-15	.000	EA	.00
1			22776301	SR048S05M008O	058X058 SLAB 05 MTR 008 OCT PRO#:748386 SB#:00656619 SC#: FS-15	.000	EA	.00
4			22776301	RJTS0125002	JOINT SEALANT RAMNEK 1 1/4 PIE CE PRO#:748386 SB#:00656619 SC#: FS-15	.000	EA	.00
1			22776301	748386-037-01	WSX-5 STRUCTURE PRO#:748386 SB#:00656619 SC#: WSX-5	4,081.500	EA	4,081.50
1			22776301	ETHW024T0E000000	HW 24X38 TRP ECP FDOT 250	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225 RINKER MATERIALS - GREEN COVE SPRINGS 4190 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)770-3301 Fax: (000)000-0000	SUB-TOTAL ►	11,745.85
	INVOICE TOTAL ►	11,745.85
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
27184189

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			22776301	748386-038-01	PRO#:748386 SB#:00656619 SC#: WSX-5 WSX-6 STRUCTURE	4,081.500	EA	4,081.50
1			22776301	ETHW024T0E000000	PRO#:748386 SB#:00656619 SC#: WSX-6 HW 24X38 TRP ECP FDOT 250	.000	EA	.00
1			22804910	748386-016-01	PRO#:748386 SB#:00656619 SC#: WSX-6 FS-100 STRUCTURE	850.500	EA	850.50
1			22804910	ETME02404R000000	PRO#:748386 SB#:00656619 SC#: FS-100 ME 24 4:1 RCP JAX-434	.000	EA	.00
					PRO#:748386 SB#:00656619 SC#: FS-100			

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AV

SERIES 2021B

(SOUTH ASSESSMENT AREA)

REQUISITION No. 220

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **220**
- (2) Name of Payee: **Creekview Community Development District 2022
Acquisition and Construction Account
c/o Wrathell, Hunt and Associates, LLC
Attn: Nicole Parisi
2300 Glades Road, Suite 410W
Boca Raton, FL 33431**
- (3) Amount Payable: **\$ 1,983.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Reimbursement to Creekview CDD BOND SERIES 2022 (Requisition 182
(ETM Invoice 208035-Master Site Planning (WA#7) for Three Rivers CDD)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,

or

- this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;


2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

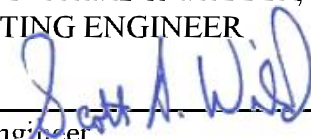
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER


District Engineer

June 27, 2023

Shelley Blair

From: Nicole Parisi <parisin@whhassociates.com>
Sent: Tuesday, June 27, 2023 1:04 PM
To: Shelley Blair
Subject: RE: Creekview CDD - Overpayment

That works for us. Thanks!

Best regards,

Nicole Parisi

Staff Accountant
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010 ext. 305
Fax: 561-571-0013

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE
FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE
DO NOT SEND A WIRE.**

From: Shelley Blair
Sent: Tuesday, June 27, 2023 1:03 PM
To: Nicole Parisi <parisin@whhassociates.com>
Subject: RE: Creekview CDD - Overpayment

How does this look?

Shelley Blair
Executive Administrative Assistant
England-Thims & Miller, Inc.
d: 904.265.3177

From: Nicole Parisi <parisin@whhassociates.com>
Sent: Tuesday, June 27, 2023 12:55 PM
To: Shelley Blair <BlairS@etminc.com>
Subject: RE: Creekview CDD - Overpayment

You can put it as Creekview CDD reimbursement and then the vendor and invoice #

Best regards,

Nicole Parisi

Staff Accountant

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010 ext. 305

Fax: 561-571-0013

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE
FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE
DO NOT SEND A WIRE.**

From: Shelley Blair

Sent: Tuesday, June 27, 2023 12:53 PM

To: Nicole Parisi <parisin@whhassociates.com>

Subject: RE: Creekview CDD - Overpayment

Nicole,

What should my requisition description be for this reimbursement to Creekview CDD from Three Rivers CDD?

Thank you,

Shelley Blair

Executive Administrative Assistant

England-Thims & Miller, Inc.

d: 904.265.3177

From: Nicole Parisi <parisin@whhassociates.com>

Sent: Tuesday, June 20, 2023 11:33 AM

To: Shelley Blair <BlairS@etminc.com>

Cc: Marilyn Galen <GalenM@etminc.com>

Subject: RE: Creekview CDD - Overpayment

Works for me.

Thanks Shelley!

Best regards,

Nicole Parisi

Staff Accountant

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010 ext. 305

Fax: 561-571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Shelley Blair
Sent: Tuesday, June 20, 2023 11:33 AM
To: Nicole Parisi <parisin@whhassociates.com>
Cc: Marilyn Galen <GalenM@etminc.com>
Subject: RE: Creekview CDD - Overpayment

No worries.

The payment would be from Three Rivers CDD (2021B (South Assessment Account) to Creekview CDD (2022 Acquisition and Construction Account).

I can prepare a requisition as referenced above in the amount of \$1,983.00 for Three Rivers CDD Invoice 208035 to pay back the Creekview bond account.

Thank you,

Shelley Blair
Executive Administrative Assistant
England-Thims & Miller, Inc.
d: 904.265.3177

From: Nicole Parisi <parisin@whhassociates.com>
Sent: Tuesday, June 20, 2023 8:37 AM
To: Shelley Blair <BlairS@etminc.com>
Cc: Marilyn Galen <GalenM@etminc.com>
Subject: RE: Creekview CDD - Overpayment

Good morning Shelley,

I apologize for the delay.

We can have a requisition put together from Three Rivers to Creekview for the amount paid. I just need to know which fund it should come out of to figure out who will put the requisition together.

Once we have the requisition all set, I can get it on a funding request.

Best regards,

Nicole Parisi

Staff Accountant
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010 ext. 305
Fax: 561-571-0013

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE
FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE
DO NOT SEND A WIRE.**

From: Shelley Blair
Sent: Wednesday, June 14, 2023 9:18 AM
To: Nicole Parisi <parisin@whhassociates.com>
Cc: Marilyn Galen <GalenM@etminc.com>
Subject: Creekview CDD - Overpayment

Nicole,

So, Requisition No. 182 had a mistake.

- Invoice 208035 is for a different project (Three Rivers CDD) and should have not been included in the requisition.

With the payment made from Creekview CDD for the Three Rivers CDD project, we would need to issue a check because there is not a way to apply that credit to a different project.

FORM OF REQUISITION 2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of March 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number; **182**
- (B) Wire Instructions; England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290
- (C) Amount Payable; **\$ 42,472.10**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Invoice 208031 (April 2023) Creekview Trail Areas 4A and 4B Construction Documents (WA#2)	\$ 17,446.77
Invoice 208033 (Apr 2023) Creekview Area 5A and 5B CEI Services (WA#3)	\$ 3,071.25
Invoice 208034 (Apr 2023) APF Road Phases 2, 3 and 4 (WA#4)	\$ 3,845.08
Invoice 208035 (Apr 2023) Master Site Planning (WA#7)	\$ 1,983.00
Invoice 208036 (Apr 2023) CDD Tax Exempt Purchase Administration (WA#7)	\$ 978.75
Invoice 208037 (Apr 2023) Creekview Trail Areas 1 and 2 CEI Services (WA#8)	\$ 8,175.25
Invoice 208039 (Apr 2023) APF Road - Phase 1 CEI Services (WA#10)	\$ 2,859.00
Invoice 208041 (Apr 2023) Master Site Planning (WA#11)	\$ 1,300.00
Invoice 208053 (Apr 2023) Creekview Trail Area 7 Construction Documents (WA#14)	\$ 2,813.00

Three Rivers CDD

TOTAL REQUISITION \$ 42,472.10



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22070.00000
 Invoice No: 0208031

Project 22070.00000 Creekview Trail- Areas 4A and 4B Construction Documents (WA#2)

Professional Services rendered through April 29, 2023

Task	01	Site Plan Revisions	Current	Prior	To-Date
Total Billings			0.00	6,795.00	6,795.00
Contract Limit					7,500.00
Remaining					705.00
Total this Task					0.00

Task	02-10	Lump Sum Services	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
10.Electric Design Coordination			4,200.00	50.00	2,100.00	0.00	2,100.00
2.Clay County DRC Approval			9,375.00	0.00	0.00	0.00	0.00
3.Construction Plan Preparation			213,125.00	90.00	191,812.50	191,812.50	0.00
4.Lift Station Design			38,000.00	90.00	34,200.00	34,200.00	0.00
5.Landscape Design (Code Design)			9,700.00	90.00	8,730.00	8,730.00	0.00
6.Clay County Plan Approval			8,500.00	0.00	0.00	0.00	0.00
7.CCUA Plan Approval			6,500.00	50.00	3,250.00	325.00	2,925.00
8.CCUA Water & Sewer Permits			5,000.00	0.00	0.00	0.00	0.00
9.SJRWMD ERP			24,000.00	90.00	21,600.00	14,400.00	7,200.00
Total Fee			318,400.00		261,692.50	249,467.50	12,225.00
Total Fee						12,225.00	
Total this Task						\$12,225.00	

Task	11	Project Management	Current	Prior	To-Date
Total Billings			0.00	237.50	237.50
Contract Limit					10,000.00
Remaining					9,762.50
Total this Task					0.00

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8630 • fax 904-648-9485
 CA-00002584 LG-0000316

Task	XP	Expenses		
Consultants				
ETM Surveying & Mapping, Inc. (ETM SMI)			5,200.00	
Total Consultants			5,200.00	5,200.00
Expenses				
Delivery / Messenger Svc			21.77	
Total Expenses		1.0 times	21.77	21.77
		Total this Task		\$5,221.77
Invoice Total this Period				\$17,446.77

Outstanding Invoices

Number	Date	Balance
0207571	4/6/2023	73,681.25
Total		73,681.25

ETM Surveying & Mapping, Inc.

14775 Old St. Augustine Road • Jacksonville, Florida 32258
tel 904-642-8550 • fax 904-642-4165
LB3624

Scott Wild
England, Thims & Miller, Inc. (ETM)
14775 Old St. Augustine Road
Jacksonville, FL 32258

May 04, 2023
Invoice No: 0022925

Project S0023.09400 Creekview Trail Area 4A & 4B - SUE (E 22.070)
Per email dated March 27, 2023

Professional Services rendered through April 29, 2023

Phase	50	SUE Coordination		
Lump Sum Task				
Total Fee		600.00		
Percent Complete	100.00	Total Earned	600.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	600.00	
		Total Fee		600.00
		Total this Phase		\$600.00

Phase	53	SUE Excavation (Soft Cover)		
Lump Sum Task				
Number of Test Holes (6)		6.00		
Fee Each		450.00		
Total Fee		2,700.00		
		Total Earned	2,700.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,700.00	
		Total Fee		2,700.00
		Total this Phase		\$2,700.00

Phase	57	SUE Survey		
Lump Sum Task				
Total Fee		1,900.00		
Percent Complete	100.00	Total Earned	1,900.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	1,900.00	
		Total Fee		1,900.00
		Total this Phase		\$1,900.00

Invoice Total this Period \$5,200.00



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22092.00000
 Invoice No: 0208033

Project 22092.00000 Creekview Areas 5A and 5B CEI Services (WA#3)

Professional Services rendered through April 29, 2023

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
Engineer					
Bolatete, Nicole	4/8/2023		.50	165.00	82.50
Project Manager					
Blalock, Clinton	4/8/2023		3.25	190.00	617.50
CEI Project Manager					
Donchez, James	4/8/2023		.50	175.00	87.50
Donchez, James	4/15/2023		.50	175.00	87.50
Donchez, James	4/22/2023		.25	175.00	43.75
Donchez, James	4/29/2023		.50	175.00	87.50
CEI Sr. Inspector					
Ellins, Jason	4/8/2023		2.50	155.00	387.50
Ellins, Jason	4/15/2023		3.00	155.00	465.00
Ellins, Jason	4/22/2023		2.50	155.00	387.50
Ellins, Jason	4/29/2023		3.50	155.00	542.50
Administrative Support					
Blair, Shelley	4/8/2023		.50	90.00	45.00
Totals			17.50		2,833.75
Total Labor					2,833.75

	Current	Prior	To-Date
Total Billings	2,833.75	36,676.00	39,509.75
Contract Limit			61,275.00
Remaining			21,765.25

Total this Task \$2,833.75

Task 02 Progress Meetings

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-942-8990 • fax 904-646-8485
 CA-0002684 LC-0003316

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Schroeder, Alec	4/15/2023	.50	190.00	95.00	
Schroeder, Alec	4/22/2023	.75	190.00	142.50	
Totals		1.25		237.50	
Total Labor					237.50

	Current	Prior	To-Date	
Total Billings	237.50	13,729.00	13,966.50	
Contract Limit			16,200.00	
Remaining			2,233.50	
			Total this Task	\$237.50

Task	03	Owner Requested Plan Revisions	Current	Prior	To-Date	
Total Billings			0.00	19,951.00	19,951.00	
Contract Limit					20,000.00	
Remaining					49.00	
					Total this Task	0.00

Task	04	Reimbursable Expenses	Total this Task		0.00

Invoice Total this Period \$3,071.25

Outstanding Invoices

Number	Date	Balance
0207573	4/6/2023	5,600.25
Total		5,600.25



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22099.00000
 Invoice No: 0208034

Project 22099.00000 APF Road Phases 2, 3 and 4
Professional Services rendered through April 29, 2023

Task 01-04 Lump Sum Services

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1. Rdwy Design Analysis & Plan Preparation	99,200.00	100.00	99,200.00	98,208.00	992.00
2. Code Minimum Landscape Plan	19,930.00	100.00	19,930.00	19,730.70	199.30
3. Regulatory Permitting					
a. Clay County Plan Review	6,500.00	50.00	3,250.00	3,250.00	0.00
b. CCUA Utility Plan Approval	7,500.00	75.00	5,625.00	3,750.00	1,875.00
c. CCUA Sanitary Sewer Collection Permit	2,000.00	50.00	1,000.00	1,000.00	0.00
d. CCUA Water Distribution System Permit	2,000.00	50.00	1,000.00	1,000.00	0.00
e. NPDES General NOI-Construction Permit	1,500.00	0.00	0.00	0.00	0.00
f. SJRWMD-ERP Modification	18,400.00	95.00	17,480.00	17,480.00	0.00
4. Electric Design Coordination	4,200.00	0.00	0.00	0.00	0.00
Total Fee	161,230.00		147,485.00	144,418.70	3,066.30
Total Fee				3,066.30	
				Total this Task	
				\$3,066.30	

Task 05 Project Management
Professional Personnel

	Hours	Rate	Amount
Principal - Vice President			
Wild, Scott	4/8/2023	1.00	257.00
Totals		1.00	257.00
Total Labor			257.00
	Current	Prior	To-Date
Total Billings	257.00	7,369.50	7,626.50
Contract Limit			10,000.00
Remaining			2,373.50

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485
 GA-00002684 LC-0000316

Total this Task \$257.00

Task 06 Amendment #1

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1. Discovery	4,600.00	0.00	0.00	0.00	0.00
2. Baseline Conditions	10,600.00	0.00	0.00	0.00	0.00
3. Post-Project Conditions	11,900.00	0.00	0.00	0.00	0.00
4. Mapping	2,200.00	0.00	0.00	0.00	0.00
5. CLOMR	7,500.00	0.00	0.00	0.00	0.00
6. CLOMR Review	3,500.00	0.00	0.00	0.00	0.00
7. ETM Coordination	6,045.00	0.00	0.00	0.00	0.00
Total Fee	46,345.00		0.00	0.00	0.00
Total Fee					0.00

Total this Task 0.00

Task XP Expenses

Expenses

Delivery / Messenger Svc			21.78		
Permits			500.00		
Total Expenses		1.0 times	521.78		521.78
Total this Task					\$521.78

Invoice Total this Period \$3,845.08

Outstanding Invoices

Number	Date	Balance
0207574	4/6/2023	4,681.76
Total		4,681.76

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485
 GA-00002684 LC-0000816

ETM & ETM Survey Check Request

REQUESTED BY: **Nicole Bolatete**

DEPARTMENT: **Land Development**

APPROVED BY: **Nicole D Bolatete**
Digitally signed by Nicole D Bolatete
 DN: cn=Nicole D Bolatete, o=ETM & ETM SURVEY AND MILLER INC., email=nicole@etm.com
 Reason: Digital Signature
 Location: Nicole D. Bolatete, P.E.
 Date: 2023.04.07 15:49:18 -0400

DATE: **4/7/23**

REQUEST	
Amount:	\$500.00
Project Number:	22-099
Reason for Request:	Water and Sewer Application Review Fees
<i>*If requesting for Events and Sponsorships - use the ETM Event and Sponsorship Request Form*</i>	

PAYMENT DETAILS	
Check Payable to:	CCUA
Address:	3176 Old Jennings Road
	Middleburg, FL 32068
Special Instructions:	

[FOR ACCOUNTING USE ONLY]	
GENERAL LEDGER NO.	AMOUNT DR (CR)
TOTAL	



Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22121.00000
 Invoice No: 0208035

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING
Professional Services rendered through April 29, 2023

Task	01	Master Site Planning	Current	Prior	To-Date
Total Billings			0.00	24,746.75	24,746.75
Contract Limit					25,000.00
Remaining					253.25
Total this Task					0.00

Task	02	Master Plan Coordination	Current	Prior	To-Date
Total Billings			0.00	14,395.75	14,395.75
Contract Limit					15,000.00
Remaining					604.25
Total this Task					0.00

Task	03	Master Planning Coordination Meetings	Hours	Rate	Amount
Professional Personnel					
Vice President					
Wild, Scott		4/8/2023	1.00	260.00	260.00
Wild, Scott		4/22/2023	1.00	260.00	260.00
Project Manager					
Milligan, Neal		3/4/2023	1.00	200.00	200.00
Milligan, Neal		3/11/2023	1.00	200.00	200.00
Milligan, Neal		4/8/2023	3.00	200.00	600.00
Milligan, Neal		4/22/2023	1.50	200.00	300.00
Planner					
Dendor, Casey		4/8/2023	1.00	163.00	163.00
Totals			9.50		1,983.00
Total Labor					1,983.00
Total Billings			Current	Prior	To-Date
Contract Limit			1,983.00	1,272.00	3,255.00
					25,000.00

Remaining

21,745.00

Total this Task

\$1,983.00

Task

XP

Expenses

Total this Task

0.00

Invoice Total this Period

\$1,983.00

Outstanding Invoices

Number	Date	Balance
0207269	3/6/2023	2,512.00
0207575	4/6/2023	1,672.00
Total		4,184.00

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32259 • tel 904-642-8090 • fax 904-646-9485
CA-00002584 LC-00003916



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22149.00000
 Invoice No: 0208036

Project 22149.00000 Creekview Trail CDD - CDD Tax Exempt Purchase Administration (WA#7)

Professional Services rendered through April 29, 2023

Task 01 CDD Tax Exempt Purchase Administration

Professional Personnel

			Hours	Rate	Amount
CEI Project Manager					
Donchez, James	4/8/2023		.50	175.00	87.50
CEI Sr. Inspector					
Western, Chris	3/11/2023		5.00	155.00	775.00
Western, Chris	3/18/2023		.75	155.00	116.25
Totals			6.25		978.75
Total Labor					978.75

	Current	Prior	To-Date
Total Billings	978.75	32,370.25	33,349.00
Contract Limit			33,500.00
Remaining			151.00
Total this Task			\$978.75

Task XP Reimbursable Expenses

	Current	Prior	To-Date
Expenses	0.00	42.39	42.39
Contract Limit			500.00
Remaining			457.61
Total this Task			0.00

Invoice Total this Period **\$978.75**

Outstanding Invoices

Number	Date	Balance
0207604	4/6/2023	2,402.50
Total		2,402.50

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-6990 • fax 904-648-6485
 CA-00002684 LC-00003816



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22205.00000
 Invoice No: 0208037

Project 22205.00000 Creekview CDD-Areas 1 and 2 CEI Services (WA#8)

Professional Services rendered through April 29, 2023

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount	
Vice President						
Wild, Scott	4/22/2023		1.00	257.00	257.00	
Project Manager						
Blalock, Clinton	4/29/2023		3.25	190.00	617.50	
CEI Project Manager						
Donchez, James	4/8/2023		.50	175.00	87.50	
Donchez, James	4/15/2023		1.00	175.00	175.00	
Donchez, James	4/22/2023		.25	175.00	43.75	
Donchez, James	4/29/2023		.75	175.00	131.25	
CEI Sr. Inspector						
Ellins, Jason	4/8/2023		2.50	155.00	387.50	
Ellins, Jason	4/15/2023		3.00	155.00	465.00	
Ellins, Jason	4/22/2023		2.50	155.00	387.50	
Ellins, Jason	4/29/2023		3.50	155.00	542.50	
Western, Chris	3/25/2023		3.00	155.00	465.00	
Western, Chris	4/1/2023		1.25	155.00	193.75	
Western, Chris	4/8/2023		1.00	155.00	155.00	
Western, Chris	4/15/2023		2.75	155.00	426.25	
Western, Chris	4/22/2023		3.25	155.00	503.75	
CADD/GIS Technician						
Jeter, Matthew	4/8/2023		6.50	125.00	812.50	
Jeter, Matthew	4/15/2023		8.00	125.00	1,000.00	
Jeter, Matthew	4/22/2023		4.00	125.00	500.00	
Jeter, Matthew	4/29/2023		1.00	125.00	125.00	
Totals			49.00		7,275.75	
Total Labor						7,275.75
			Current	Prior	To-Date	
Total Billings			7,275.75	34,654.25	41,930.00	
Contract Limit					63,150.00	
Remaining					21,220.00	

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-6990 • fax 904-646-9485
 CA-00002834 LC-0000316

Total this Task \$7,275.75

Task	02	Miscellaneous CEI Services	Current	Prior	To-Date
Total Billings			0.00	18,385.00	18,385.00
Contract Limit					36,525.00
Remaining					18,140.00
Total this Task					0.00

Task	03	Progress Meetings	Hours	Rate	Amount
Professional Personnel					
Vice President					
Wild, Scott	4/15/2023		.50	257.00	128.50
Totals			.50		128.50
Total Labor					128.50
			Current	Prior	To-Date
Total Billings			128.50	3,604.50	3,733.00
Contract Limit					16,200.00
Remaining					12,467.00
Total this Task					\$128.50

Task	04	Owner Requested Plan Revisions	Hours	Rate	Amount
Professional Personnel					
Vice President					
Wild, Scott	4/15/2023		2.00	257.00	514.00
Wild, Scott	4/22/2023		1.00	257.00	257.00
Totals			3.00		771.00
Total Labor					771.00
			Current	Prior	To-Date
Total Billings			771.00	30,501.75	31,272.75
Contract Limit					40,000.00
Remaining					8,727.25
Total this Task					\$771.00

Task	05	Reimbursable Expenses	Total this Task		
					0.00

Invoice Total this Period \$8,175.25

Outstanding Invoices

Number	Date	Balance
0207577	4/6/2023	3,462.23
Total		3,462.23



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22309.00000
 Invoice No: 0208039

Project 22309.00000 Creekview CDD (WA#10) APF Road - Phase 1 CEI Services
Professional Services rendered through April 29, 2023

Task 01 Limited Construction Administrative Services

Professional Personnel

		Hours	Rate	Amount	
Principal - Vice President					
Wild, Scott	4/22/2023	1.00	257.00	257.00	
CEI Project Manager					
Donchez, James	4/15/2023	.50	175.00	87.50	
Donchez, James	4/22/2023	.25	175.00	43.75	
Donchez, James	4/29/2023	.25	175.00	43.75	
CEI Sr. Inspector					
Ellins, Jason	4/8/2023	2.50	155.00	387.50	
Ellins, Jason	4/15/2023	3.00	155.00	465.00	
Ellins, Jason	4/22/2023	4.00	155.00	620.00	
Ellins, Jason	4/29/2023	3.50	155.00	542.50	
Totals		15.00		2,447.00	
Total Labor					2,447.00
		Current	Prior	To-Date	
Total Billings		2,447.00	26,541.75	28,988.75	
Contract Limit				40,140.00	
Remaining				11,151.25	
			Total this Task		\$2,447.00

Task 02 Progress Meetings

Professional Personnel

		Hours	Rate	Amount	
Principal - Vice President					
Wild, Scott	4/15/2023	1.00	257.00	257.00	
CEI Sr. Inspector					
Brooks, Jeffrey	4/15/2023	1.00	155.00	155.00	
Totals		2.00		412.00	
Total Labor					412.00

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-942-6900 • fax 904-846-9485
 CA-00002584 LC-0000016

	Current	Prior	To-Date
Total Billings	412.00	6,425.00	6,837.00
Contract Limit			9,720.00
Remaining			2,883.00
Total this Task			\$412.00

Task	03	Owner Requested Plan Revisions	Current	Prior	To-Date
Total Billings			0.00	4,809.50	4,809.50
Contract Limit					5,000.00
Remaining					190.50
Total this Task					0.00

Task	XP	Expenses	Current	Prior	To-Date
Total Billings			0.00	1,272.13	1,272.13
Contract Limit					1,500.00
Remaining					227.87
Total this Task					0.00

Invoice Total this Period \$2,859.00

Outstanding Invoices

Number	Date	Balance
0207580	4/6/2023	3,868.00
Total		3,868.00

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-942-8990 • fax 904-646-9485
 CA-00002884 LC-0000316



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22320.00000
 Invoice No: 0208041

Project 22320.00000 Creekview CDD - Master Site Planning (WA#11)

Professional Services rendered through April 29, 2023

Phase	01.	Master Site Planning	Current	Prior	To-Date
Total Billings			0.00	11,019.50	11,019.50
Estimated Budget					25,000.00
Remaining					13,980.50
Total this Phase					0.00

Phase	02.	Master Planning Coordination Meetings	Hours	Rate	Amount
Professional Personnel					
Vice President					
Wild, Scott		4/8/2023	1.00	260.00	260.00
Wild, Scott		4/22/2023	1.00	260.00	260.00
Totals			2.00		520.00
Total Labor					520.00
Total Billings			520.00	0.00	520.00
Estimated Budget					25,000.00
Remaining					24,480.00
Total this Phase					\$520.00

Phase	XP	Expenses	Total this Phase
			0.00
Invoice Total this Period			\$520.00

Outstanding Invoices

Number	Date	Balance
0207583	4/6/2023	780.00
Total		780.00

Total Now Due \$1,300.00

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-6290 • fax 904-646-9485
CA-0002684 LC-0003816



Creekview CDD
 Creekview CDD
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

May 04, 2023
 Project No: 22419.00000
 Invoice No: 0208053

Project 22419.00000 Creekview Trail CDD-Area 7 Construction Documents (WA#14)

Professional Services rendered through April 29, 2023

Task	01	Preliminary Engineering			
Total Fee		32,500.00			
Percent Complete	100.00	Total Earned	32,500.00		
		Previous Fee Billing	32,500.00		
		Current Fee Billing	0.00		
		Total Fee		0.00	
			Total this Task	0.00	

Task	02	Site Plan Revisions			
Professional Personnel					
			Hours	Rate	Amount
Engineering/Landscape Designer					
Simonelli, Dino	4/8/2023		2.00	140.00	280.00
Simonelli, Dino	4/15/2023		1.00	140.00	140.00
Totals			3.00		420.00
Total Labor					420.00
			Current	Prior	To-Date
Total Billings			420.00	7,429.50	7,849.50
Contract Limit					7,500.00
Adjustment					-349.50
				Total this Task	\$70.50

Task	03-11	Lump Sum Services					
Task			Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
3. Clay County DRC Approval			9,375.00	0.00	0.00	0.00	0.00
4. Construction Plan Preparation			162,500.00	21.00	34,125.00	32,500.00	1,625.00
5. Lift Station Design			38,000.00	0.00	0.00	0.00	0.00

6. Landscape Design (Code Design)	9,700.00	0.00	0.00	0.00	0.00
7. Clay County Plan Approval	8,500.00	0.00	0.00	0.00	0.00
8. CCUA Plan Approval	6,500.00	0.00	0.00	0.00	0.00
9. CCUA Water & Sewer Permits	5,000.00	0.00	0.00	0.00	0.00
10. SJRWMD ERP	24,000.00	0.00	0.00	0.00	0.00
11. Electric Design Coordination	4,200.00	0.00	0.00	0.00	0.00
Total Fee	267,775.00		34,125.00	32,500.00	1,625.00

Total Fee **1,625.00**

Total this Task **\$1,625.00**

Task	12	Project Management			
			Current	Prior	To-Date
Total Billings			0.00	6,574.25	6,574.25
Contract Limit					10,000.00
Remaining					3,425.75
				Total this Task	0.00

Task	XP	Expenses			
Consultants					
		EARTHWORK SERVICES, INC.		1,117.50	
		Total Consultants		1,117.50	1,117.50
				Total this Task	\$1,117.50

Invoice Total this Period **\$2,813.00**

Outstanding Invoices

Number	Date	Balance
0207595	4/6/2023	20,656.50
Total		20,656.50



EARTHWORK SERVICES, INC.

Phone: (360) 533-2007 Fax: (360) 533-1618

Email: earthwork@earthworkservices.com

Web: www.earthworkservices.com

PO Box 640
1116 1st St.
Cosmopolis, WA 98537

Earthwork Services Job/Invoice#: 43727

Invoice For Job: Creekview Trail 7

Job/PO #:
Contact: Scott Wild
For: ETM, Inc.
Street: 14775 St. Augustine Rd.
City: Jacksonville
State: FL
Zip Code: 32258

Date: March 30, 2023

<i>Item</i>	<i>Quantity/Hrs</i>	<i>Rate</i>	<i>Total</i>
CPU Time	10.5	\$105/HR	\$1,102.50
Additional Work		\$105/HR	\$0.00
Permanent Data Archiving and Storage/Related Clerical Processing			\$15.00
Take-Off Total			\$1,117.50
Contractor Split			
Printing and Shipping Plots		\$25/EA	
3D Drive-Thru		\$35	
Pick Up/ Delivery			
Balance Due			\$1,117.50

Balance Due Within 10 days of Invoice Date.

Checks should be made payable to Earthwork Services Inc. and include our job #.
If you need any additional information or have any questions please call (360) 533-2007.
Thank you.

We accept credit cards via PayPal. We can email you an invoice link to pay with your credit/debit card, or through your PayPal account.






Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 220

Final Audit Report

2023-06-27

Created:	2023-06-27
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZzzPk1bVhXfksPnP4cNpvuaSd6SiKu-

"Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 220" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-27 - 6:21:44 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-27 - 6:22:07 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-27 - 7:57:00 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-27 - 7:57:55 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-27 - 7:57:55 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 221**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **221**
- (2) Wire Instructions; **Ferguson Enterprises, LLC
Bank of America
900 W. Trade Street, Charlotte, NC 28173
Account name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (ACHs only): 111000012
ABA/routing number (wires only): 026009593
Swift Code (international wires only): BOFAUS3N**
- (3) Amount Payable: **\$ 438,337.80**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 10**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,
- or
- this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER


District Engineer

July 5, 2023

Invoice Date	Invoice #	Amount
05/19/23	1983930-2	\$53,940.00
05/24/23	1983930-3	\$150,745.20
05/24/23	1989186	\$221,955.20
06/07/23	2012815	\$3,577.40
06/13/23	2015127	\$8,120.00
	TOTAL	\$438,337.80

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP
2300 GLADES RD SUITE 410W
TRIBUTARY 1B UNIT 10
BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1983930-2	\$53,940.00	66800	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 901798

SHIP TO:

THREE RIVERS C/O VALLENCRT CON
CONSERVATION TRL
TRIBUTARY 1B UNIT 10
PONTE VEDRA, FL 32081

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	TRCDD-005 PVC PIPE	008	TRIBUTARY 1B UNIT 10	05/19/23	109914

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1983926			
			SEWER 1B 10			
			FORCE MAIN 1B 10			
1420	0	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	0.00
			WATER 1B 10			
580	580	DR18BP16	16 C900 DR18 CL235 PVC GJ BLUE PIPE	93.000	FT	53940.00
1100	0	DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
100	0	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
60	0	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
			REUSE 1B 10			
1740	0	DR18PP12	12 C900 DR18 PVC GJ PURP PIPE		FT	0.00
1400	0	DR18PP10	10 C900 DR18 PVC GJ PURP PIPE		FT	0.00
400	0	DR18PPX	8 C900 DR18 PVC GJ PURP PIPE		FT	0.00
140	0	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE		FT	0.00
INVOICE SUB-TOTAL						53940.00

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$53,940.00
------------------------------	-------------------------	------------------	--------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP
2300 GLADES RD SUITE 410W
TRIBUTARY 1B UNIT 10
BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1983930-3	\$150,745.20	66800	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 901798

SHIP TO:

THREE RIVERS C/O VALLENCRT CON
CONSERVATION TRL
TRIBUTARY 1B UNIT 10
PONTE VEDRA, FL 32081

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	TRCDD-005 PVC PIPE	008	TRIBUTARY 1B UNIT 10	05/24/23	109951

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1983926			
			SEWER 1B 10			
			FORCE MAIN 1B 10			
1420	1420	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	7.050	FT	10011.00
			WATER 1B 10			
1100	0	DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
100	100	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	14.530	FT	1453.00
60	60	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	14.530	FT	871.80
			REUSE 1B 10			
1740	1740	DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	52.630	FT	91576.20
1400	960	DR18PP10	10 C900 DR18 PVC GJ PURP PIPE	37.370	FT	35875.20
400	400	DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	24.910	FT	9964.00
140	140	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	7.100	FT	994.00
INVOICE SUB-TOTAL						150745.20

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$150,745.20
------------------------------	-------------------------	------------------	---------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.



WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP
 2300 GLADES RD SUITE 410W
 TRIBUTARY 1B UNIT 10
 BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1989186	\$221,955.20	66800	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 901798

SHIP TO:

THREE RIVERS C/O VALLENCRT CON
 CONSERVATION TRL
 TRIBUTARY 1B UNIT 10
 PONTE VEDRA, FL 32081

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	TRCDD-005 PVC PIPE	008	TRIBUTARY 1B UNIT 10	05/24/23	109951

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1100	1100	DR18PP10	ADDITIONAL REUSE: 10 C900 DR18 PVC GJ PURP PIPE	37.370	FT	41107.00
1040	1040	DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	24.910	FT	25906.40
60	60	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	7.100	FT	426.00
1600	1380	DR18BP12	ADDITIONAL WATER: 12 C900 DR18 PVC GJ BLUE PIPE	52.630	FT	72629.40
1960	1540	DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	37.370	FT	57549.80
960	960	DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	24.910	FT	23913.60
60	60	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	7.050	FT	423.00
INVOICE SUB-TOTAL						221955.20

 LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$221,955.20
------------------------------	-------------------------	------------------	---------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH. *Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.*



WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP
2300 GLADES RD SUITE 410W
TRIBUTARY 1B UNIT 10
BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2012815	\$3,577.40	66800	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 901798

SHIP TO:

THREE RIVERS C/O VALLENCRT CON
75573 EDWARDS RD
TRIBUTARY 1B UNIT 10
CALLAHAN, FL 32011

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	TRCDD-005	008	TRIBUTARY 1B UNIT 10	06/07/23	IO 110060

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
100	100	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	7.050	FT	705.00
40	40	A36650020IBPL	36X20 HP N12 DW GRAY SLD PL PIPE	71.810	FT	2872.40
INVOICE SUB-TOTAL						3577.40

 LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH
 US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.
 PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN
 NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$3,577.40
-----------------------------	-------------------------	------------------	-------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP
2300 GLADES RD SUITE 410W
TRIBUTARY 1B UNIT 10
BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2015127	\$8,120.00	66800	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 901798

SHIP TO:

COUNTER PICK UP
9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE		008	TRIBUTARY 1B UNIT 10	06/13/23	IO 110110

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
500	560	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	14.500	FT	8120.00
			INVOICE SUB-TOTAL			8120.00

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$8,120.00
-----------------------------	-------------------------	------------------	-------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.






Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 221 Ferguson (Unit 10)

Final Audit Report

2023-07-10

Created:	2023-07-05
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAndjFjDeE0ACe6febWm37pUhn6L3cpRie

"Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 221 Ferguson (Unit 10)" History

-  Document created by Shelley Blair (blairs@etmnc.com)
2023-07-05 - 1:14:22 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-07-05 - 1:14:40 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-07-10 - 3:01:05 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-07-10 - 3:01:13 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-07-10 - 3:01:13 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 222**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **222**

(2) Payment Instructions;

Vallencourt Construction Co., Inc.

ACH & Wire Instructions:

Receiving Bank: Synovus Bank

1148 Broadway

Columbus, GA 31901

ABA Routing Number: 061100606

Beneficiary Name: Vallencourt Construction Co, Inc.

(3) Amount Payable: **\$ 114,425.64**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 8 – Application for Payment No. 8 (May 2023)**

(5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;


4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**


By: 

Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**



District Engineer

July 11, 2023

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

INVOICE

Date: 05/01/2023

Period To: 05/31/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 202251
Project #: TRIBUTARY, UNIT 8
Subcontract #:
Application #: 8

Attn.: Scott Wild

Project Description: **TRIBUTARY, UNIT 8**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	6,720,808.90
CHANGE ORDERS TO DATE.....	\$	-1,006,450.49
REVISED CONTRACT AMOUNT.....	\$	5,714,358.41
PERCENTAGE COMPLETE.....	74.26%	
WORK COMPLETE TO DATE.....	\$	4,243,449.74
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,243,449.74
LESS RETAINAGE.....	\$	212,172.50
TOTAL EARNED LESS RETAINAGE.....	\$	4,031,277.24
LESS PREVIOUS BILLINGS.....	\$	3,916,851.60
CURRENT DUE.....	\$	114,425.64

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	120,448.04	4,243,449.74
Retainage:	6,022.40	212,172.50
Net:	114,425.64	4,031,277.24



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY, UNIT 8

APPLICATION NO: 8

PERIOD TO: 05/31/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

FROM: Vallencourt Construction Co. Inc.
449 Center Street
Green Cove Springs, FL 32043

CONTRACTOR'S
PROJECT NO: 202251

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,006,450.49
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,006,450.49

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Project Manager

By: Tim Gaddis

Date: 06/04/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached	
1. ORIGINAL CONTRACT SUM.....	\$ 6,720,808.90
2. Net change by Change Orders.....	\$ -1,006,450.49
3. CONTRACT SUM TO DATE (Line 1 + - 2).....	\$ 5,714,358.41
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 4,243,449.74
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 212,172.50
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 212,172.50
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 4,031,277.24
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 3,916,851.60
8. CURRENT PAYMENT DUE.....	\$ 114,425.64
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,683,081.17
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 114,425.64

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: Scott A. Wild Date: July 11, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD
TRIBUTARY, UNIT 8**

Yulee, FL

APPLICATION NUMBER: **8**

APPLICATION DATE: **06/04/2023**

PERIOD TO: **05/31/2023**

VCC PROJECT #: **202251**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	MOBILIZATION & GENERAL CONDITIONS	\$204,077.97	\$151,535.40	\$7,164.90	\$0.00	\$158,700.30	77.77%	\$45,377.67	\$7,935.03
2	NPDES	\$51,978.48	\$29,236.87	\$3,249.72	\$0.00	\$32,486.59	62.50%	\$19,491.89	\$1,624.31
3	SURVEY & AS-BUILTS	\$58,341.14	\$26,545.22	\$3,208.76	\$0.00	\$29,753.98	51.00%	\$28,587.16	\$1,487.71
4	EROSION CONTROL	\$8,962.78	\$8,962.78	\$0.00	\$0.00	\$8,962.78	100.00%	\$0.00	\$448.14
5	MOT	\$6,962.63	\$3,899.08	\$417.76	\$0.00	\$4,316.84	62.00%	\$2,645.79	\$215.85
6	POND EXCAVATION	\$1,027,403.96	\$1,013,110.63	\$0.00	\$0.00	\$1,013,110.63	98.61%	\$14,293.33	\$50,655.52
7	EARTHWORK	\$1,373,307.23	\$1,343,744.12	\$1,417.96	\$0.00	\$1,345,162.08	97.95%	\$28,145.15	\$67,258.11
8	GRASSING	\$57,663.18	\$19,880.30	\$0.00	\$0.00	\$19,880.30	34.48%	\$37,782.88	\$994.02
9	SUBSOIL STABILIZATION	\$191,067.83	\$54,464.65	\$4,473.02	\$0.00	\$58,937.67	30.85%	\$132,130.16	\$2,946.88
10	BASE	\$353,612.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$353,612.20	\$0.00
11	ASPHALT	\$82,568.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$82,568.56	\$0.00
12	STRIPING & SIGNAGE	\$29,147.69	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,147.69	\$0.00
13	CONCRETE	\$124,195.94	\$0.00	\$8,470.00	\$0.00	\$8,470.00	6.82%	\$115,725.94	\$423.50
14	STORM DRAINAGE	\$634,385.76	\$498,800.33	\$84,075.47	\$0.00	\$582,875.80	91.88%	\$51,509.96	\$29,143.78
15	GRAVITY SEWER	\$569,895.63	\$546,977.49	\$0.00	\$0.00	\$546,977.49	95.98%	\$22,918.14	\$27,348.88
16	FORCE MAIN	\$12,383.59	\$12,010.20	\$0.00	\$0.00	\$12,010.20	96.99%	\$373.39	\$600.51
17	WATER MAIN	\$883,820.55	\$628,511.93	\$176,235.61	\$0.00	\$804,747.54	91.05%	\$79,073.01	\$40,237.38
18	REUSE MAIN	\$671,528.78	\$595,303.30	\$0.00	\$0.00	\$595,303.30	88.65%	\$76,225.48	\$29,765.16
19	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
20	SLEEVING UNDER PAVEMENT	\$229,505.00	\$10,329.37	\$17,864.40	\$0.00	\$28,193.77	12.29%	\$201,311.23	\$1,409.69
	ORIGINAL CONTRACT TOTALS	\$6,720,808.90	\$4,943,311.67	\$306,577.60	\$0.00	\$5,249,889.27	78.11%	\$1,470,919.63	\$262,494.47
	CHANGE ORDERS								
	CO #001, ODP Materials	\$-744,518.24	\$-558,377.72	\$-186,129.56	\$0.00	\$-744,507.28	100.00%	\$-10.96	\$-37,225.36
	CO #002, Earthwork Credit	\$-261,932.25	\$-261,932.25	\$0.00	\$0.00	\$-261,932.25	100.00%	\$0.00	\$-13,096.61
		\$-1,006,450.49	\$-820,309.97	\$-186,129.56	\$0.00	\$-1,006,439.53	100.00%	\$-10.96	\$-50,321.97
	TOTAL----->	\$5,714,358.41	\$4,123,001.70	\$120,448.04	\$0.00	\$4,243,449.74	74.26%	\$1,470,908.67	\$212,172.50

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of **\$114,425.64**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **05/31/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY, UNIT 8
Location: Estuary Way, Yulee, FL

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: 06/04/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis*

Printed Name: Tim Gaddis

Title: Project Manager

Title	202251 - PayApp - TRIBUTARY, UNIT 8 - Vallencourt Construction Co. Inc. - May2023
File name	202251_PayApp_TRIBUTARYUNIT8_VallencourtConstructionCoInc_May2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	06/04/2023 15:26:03 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	06/04/2023 16:21:52 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the ESIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVIII

**SERIES 2021B (SOUTH ASSESSMENT AREA)
REQUISITION No. 223**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **223**

(2) Payment Instructions;

Vallencourt Construction Co., Inc.

ACH & Wire Instructions:

Receiving Bank: Synovus Bank

1148 Broadway

Columbus, GA 31901

ABA Routing Number: 061100606

Beneficiary Name: Vallencourt Construction Co, Inc.

(3) Amount Payable: **\$ 243,862.44**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 10 – Application for Payment No. 8 (May 2023)**

(5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**


District Engineer

July 11, 2023

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

INVOICE

Date: 05/01/2023

Period To: 05/31/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 202269
Project #: TRIBUTARY, UNIT 10
Subcontract #:
Application #: 8

Attn.: SCOTT WILD

Project Description: **TRIBUTARY, UNIT 10**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,414,690.34
REVISED CONTRACT AMOUNT.....	\$	8,380,317.10
PERCENTAGE COMPLETE.....	44.61%	
WORK COMPLETE TO DATE.....	\$	3,738,525.89
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	3,738,525.89
LESS RETAINAGE.....	\$	186,926.31
TOTAL EARNED LESS RETAINAGE.....	\$	3,551,599.58
LESS PREVIOUS BILLINGS.....	\$	3,307,737.14
CURRENT DUE.....	\$	243,862.44

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	256,697.30	3,738,525.89
Retainage:	12,834.86	186,926.31
Net:	243,862.44	3,551,599.58



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY, UNIT 10

APPLICATION NO: 8

PERIOD TO: 05/31/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

FROM: Vallencourt Construction Co. Inc.
449 Center Street
Green Cove Springs, FL 32043

CONTRACTOR'S
PROJECT NO: 202269

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
O1, ST OD	05/31/2023		-445,571.03
O1, SS OD	05/31/2023		-278,192.53
O1, LS OD	05/31/2023		-165,829.94
O1, FM OD	05/31/2023		-46,433.02
O1, WM OD	05/31/2023		-227,122.26
O1, RM OD	05/31/2023		-251,541.56
TOTALS		\$0.00	-\$1,414,690.34
Net change by Change Orders			-\$1,414,690.34

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Project Manager

By: Tim Gaddis

Date: 06/04/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$	9,795,007.44
2. Net change by Change Orders.....	\$	-1,414,690.34
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	8,380,317.10
4. TOTAL COMPLETED & STORED TO DATE.....	\$	3,738,525.89
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	186,926.31
(Column D + E on G703)		
b. 5.00 % of Stored Materials	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	186,926.31
6. TOTAL EARNED LESS RETAINAGE:.....	\$	3,551,599.58
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	3,307,737.14
8. CURRENT PAYMENT DUE.....	\$	243,862.44
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	4,828,717.52
(Line 3 less Line 6)		

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 243,862.44

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: July 11, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD
TRIBUTARY, UNIT 10**

Yulee, FL

APPLICATION NUMBER:

8

APPLICATION DATE:

06/04/2023

PERIOD TO:

05/31/2023

VCC PROJECT #:

202269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIONS	\$276,007.57	\$191,019.99	\$9,105.81	\$0.00	\$200,125.80	72.51%	\$75,881.77	\$10,006.28
	NPDES	\$40,619.92	\$17,769.89	\$2,540.06	\$0.00	\$20,309.95	50.00%	\$20,309.97	\$1,015.50
	SURVEY & AS-BUILTS	\$62,369.53	\$20,406.33	\$3,448.99	\$0.00	\$23,855.32	38.25%	\$38,514.21	\$1,192.77
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
	MOT	\$7,466.93	\$3,285.47	\$448.02	\$0.00	\$3,733.49	50.00%	\$3,733.44	\$186.67
	POND EXCAVATION	\$1,202,165.34	\$939,937.61	\$120,976.80	\$0.00	\$1,060,914.41	88.25%	\$141,250.93	\$53,045.73
	EARTHWORK	\$1,783,173.28	\$1,024,277.93	\$234,704.62	\$0.00	\$1,258,982.55	70.60%	\$524,190.73	\$62,949.13
	GRASSING	\$156,445.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$156,445.85	\$0.00
	SUBSOIL STABILIZATION	\$252,182.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$252,182.50	\$0.00
	BASE	\$428,639.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$428,639.70	\$0.00
	ASPHALT	\$173,815.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$173,815.20	\$0.00
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
	CONCRETE	\$217,494.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$217,494.80	\$0.00
	HARDSCAPE	\$278,177.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$278,177.70	\$0.00
	STORM DRAINAGE	\$1,065,594.50	\$467,521.34	\$64,679.06	\$0.00	\$532,200.40	49.94%	\$533,394.10	\$26,610.03
	GRAVITY SEWER	\$907,018.51	\$595,518.64	\$101,339.52	\$0.00	\$696,858.16	76.83%	\$210,160.35	\$34,842.90
	LIFT STATION	\$747,356.24	\$213,914.60	\$2,461.41	\$0.00	\$216,376.01	28.95%	\$530,980.23	\$10,818.80
	FORCE MAIN	\$238,230.69	\$0.00	\$71,061.28	\$0.00	\$71,061.28	29.83%	\$167,169.41	\$3,553.06
	WATER MAIN	\$842,878.47	\$0.00	\$182,617.30	\$0.00	\$182,617.30	21.67%	\$660,261.17	\$9,130.86
	REUSE MAIN	\$729,723.95	\$0.00	\$169,579.92	\$0.00	\$169,579.92	23.24%	\$560,144.03	\$8,479.00
	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	SLEEVING UNDER PAVEMENT	\$207,845.00	\$0.00	\$1,526.40	\$0.00	\$1,526.40	0.73%	\$206,318.60	\$76.32
	ORIGINAL CONTRACT TOTALS	\$9,795,007.44	\$3,481,828.59	\$964,489.19	\$0.00	\$4,446,317.78	45.39%	\$5,348,689.66	\$222,315.89
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$0.00	\$-707,791.89	\$0.00	\$-707,791.89	50.03%	\$-706,898.45	\$-35,389.58
		\$-1,414,690.34	\$0.00	\$-707,791.89	\$0.00	\$-707,791.89	50.03%	\$-706,898.45	\$-35,389.58
	TOTAL----->	\$8,380,317.10	\$3,481,828.59	\$256,697.30	\$0.00	\$3,738,525.89	44.61%	\$4,641,791.21	\$186,926.31

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$243,862.44, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through 05/31/2023 on the job of Three Rivers CDD to the following described property :

Project: TRIBUTARY, UNIT 10

Location: Estuary Way, Yulee, FL

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: 06/04/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis*

Printed Name: Tim Gaddis

Title: Project Manager



Table of Contents

Additional Backup

6. Miscellaneous

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

To: Three Rivers CDD	Contact: Scott Wild
Address: 2300 Glades Road, Suite 410w Boca Raton, FL. 33431	Phone: 904-265-3120
Project Name: Tributary Unit 10, REV 9/23/22 (Contract)	Bid Number:
Project Location: Tributary, Yulee, FL	Bid Date: 9/27/2022

CHANGE ORDER REQUEST #1 - ODP Materials Deduction for PO's #TRCDD-004,005,006,007.


Item #	Item Description	Estimated Quantity	Unit	Total Price
3999	ODP Materials-Storm	1.00	LS	(\$445,571.03)
4999	ODP Materials-Sanitary	1.00	LS	(\$278,192.53)
5999	ODP Materials-Lift Station	1.00	LS	(\$165,829.94)
6999	ODP Materials-Force Main	1.00	LS	(\$46,433.02)
7999	ODP Materials-Water Main	1.00	LS	(\$227,122.26)
9999	ODP Materials-Reuse Main	1.00	LS	(\$251,541.56)
Total Bid Price:				<u>(\$1,414,690.34)</u>

Notes:

- The above price is based on issued PO's from the CDD district to material suppliers, not invoiced amounts.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vallencourt Construction Company, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Tim Gaddis 904-291-9330 timg@vallencourt.com</p>
---	--

TRIBUTARY, UNIT 10

ODP Breakdown, Unit 10

CHANGE ORDER #001

6/2/2023

PO #	Vendor	STORM	SANITARY	LIFT STATION	FORCE	WATER	REUSE	Amount	Tax Saved	Total ODP
TRCDD-004	Forterra Precast	\$ 144,613.47	\$ 127,443.07					\$ 272,056.54	\$ 20,077.87	\$ 292,134.41
TRCDD-005	Ferguson	\$ 160,794.00	\$ 133,546.00		\$ 43,561.60	\$ 213,077.00	\$ 235,986.20	\$ 786,964.80	\$ 47,292.89	\$ 834,257.69
TRCDD-006	Rinker Pipe	\$ 112,609.40						\$ 112,609.40	\$ 8,445.71	\$ 121,055.11
TRCDD-007	Ring Power Cat			\$ 155,575.00				\$ 155,575.00	\$ 11,668.13	\$ 167,243.13
		\$ 418,016.87	\$ 260,989.07	\$ 155,575.00	\$ 43,561.60	\$ 213,077.00	\$ 235,986.20	\$ 1,327,205.74	\$ 87,484.60	\$ 1,414,690.34
		\$ 27,554.16	\$ 17,203.46	\$ 10,254.94	\$ 2,871.42	\$ 14,045.26	\$ 15,555.36		6.59%	
		\$ 445,571.03	\$ 278,192.53	\$ 165,829.94	\$ 46,433.02	\$ 227,122.26	\$ 251,541.56			
								Total	\$	1,414,690.34

Title	202269 - PayApp - TRIBUTARY, UNIT 10 - Vallencourt Construction Co. Inc. - May2023
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_May2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	06/02/2023 13:44:46 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	06/04/2023 14:44:27 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the E-SIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AIX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 224**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **224**

(2) Payment Instructions;

Vallencourt Construction Co., Inc.

ACH & Wire Instructions:

Receiving Bank: Synovus Bank

1148 Broadway

Columbus, GA 31901

ABA Routing Number: 061100606

Beneficiary Name: Vallencourt Construction Co, Inc.

(3) Amount Payable: **\$ 395,407.79**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 8 – Application for Payment No. 9 (June 2023)**

(5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

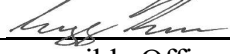
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**


District Engineer

July 11, 2023

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

INVOICE

Date: 06/01/2023

Period To: 06/30/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 202251
Project #: TRIBUTARY, UNIT 8
Subcontract #:
Application #: 9

Attn.: Scott Wild

Project Description: **TRIBUTARY, UNIT 8**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	6,720,808.90
CHANGE ORDERS TO DATE.....	\$	-1,006,450.49
REVISED CONTRACT AMOUNT.....	\$	5,714,358.41
PERCENTAGE COMPLETE.....	.81.54%	
WORK COMPLETE TO DATE.....	\$	4,659,668.47
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,659,668.47
LESS RETAINAGE.....	\$	232,983.44
TOTAL EARNED LESS RETAINAGE.....	\$	4,426,685.03
LESS PREVIOUS BILLINGS.....	\$	4,031,277.24
CURRENT DUE.....	\$	395,407.79

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	416,218.73	4,659,668.47
Retainage:	20,810.94	232,983.44
Net:	395,407.79	4,426,685.03



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY, UNIT 8

APPLICATION NO: 9

PERIOD TO: 06/30/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

FROM: Vallencourt Construction Co. Inc.
449 Center Street
Green Cove Springs, FL 32043

CONTRACTOR'S
PROJECT NO: 202251

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,006,450.49
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,006,450.49

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Project Manager

By: Tim Gaddis

Date: 07/05/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached	
1. ORIGINAL CONTRACT SUM.....	\$ 6,720,808.90
2. Net change by Change Orders.....	\$ -1,006,450.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 5,714,358.41
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 4,659,668.47
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 232,983.44
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 232,983.44
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 4,426,685.03
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 4,031,277.24
8. CURRENT PAYMENT DUE.....	\$ 395,407.79
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,287,673.38
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 395,407.79

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER

By: [Signature] Date: July 11, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD
TRIBUTARY, UNIT 8**

Yulee, FL

APPLICATION NUMBER: **9**

APPLICATION DATE: **07/05/2023**

PERIOD TO: **06/30/2023**

VCC PROJECT #: **202251**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	MOBILIZATION & GENERAL CONDITIONS	\$204,077.97	\$158,700.30	\$8,359.05	\$0.00	\$167,059.35	81.86%	\$37,018.62	\$8,352.98
2	NPDES	\$51,978.48	\$32,486.59	\$3,263.86	\$0.00	\$35,750.45	68.78%	\$16,228.03	\$1,787.50
3	SURVEY & AS-BUILTS	\$58,341.14	\$29,753.98	\$3,500.47	\$0.00	\$33,254.45	57.00%	\$25,086.69	\$1,662.74
4	EROSION CONTROL	\$8,962.78	\$8,962.78	\$0.00	\$0.00	\$8,962.78	100.00%	\$0.00	\$448.14
5	MOT	\$6,962.63	\$4,316.84	\$487.38	\$0.00	\$4,804.22	69.00%	\$2,158.41	\$240.22
6	POND EXCAVATION	\$1,027,403.96	\$1,013,110.63	\$14,293.30	\$0.00	\$1,027,403.93	100.00%	\$0.03	\$51,370.19
7	EARTHWORK	\$1,373,307.23	\$1,345,162.08	\$3,810.49	\$0.00	\$1,348,972.57	98.23%	\$24,334.66	\$67,448.64
8	GRASSING	\$57,663.18	\$19,880.30	\$0.00	\$0.00	\$19,880.30	34.48%	\$37,782.88	\$994.02
9	SUBSOIL STABILIZATION	\$191,067.83	\$58,937.67	\$56,315.00	\$0.00	\$115,252.67	60.32%	\$75,815.16	\$5,762.63
10	BASE	\$353,612.20	\$0.00	\$74,331.40	\$0.00	\$74,331.40	21.02%	\$279,280.80	\$3,716.57
11	ASPHALT	\$82,568.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$82,568.56	\$0.00
12	STRIPING & SIGNAGE	\$29,147.69	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,147.69	\$0.00
13	CONCRETE	\$124,195.94	\$8,470.00	\$83,768.30	\$0.00	\$92,238.30	74.27%	\$31,957.64	\$4,611.92
14	STORM DRAINAGE	\$634,385.76	\$582,875.80	\$40,252.40	\$0.00	\$623,128.20	98.23%	\$11,257.56	\$31,156.39
15	GRAVITY SEWER	\$569,895.63	\$546,977.49	\$7,533.20	\$0.00	\$554,510.69	97.30%	\$15,384.94	\$27,725.54
16	FORCE MAIN	\$12,383.59	\$12,010.20	\$0.00	\$0.00	\$12,010.20	96.99%	\$373.39	\$600.51
17	WATER MAIN	\$883,820.55	\$804,747.54	\$53,365.83	\$0.00	\$858,113.37	97.09%	\$25,707.18	\$42,905.67
18	REUSE MAIN	\$671,528.78	\$595,303.30	\$52,674.93	\$0.00	\$647,978.23	96.49%	\$23,550.55	\$32,398.91
19	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
20	SLEEVE UNDER PAVEMENT	\$229,505.00	\$28,193.77	\$14,263.12	\$0.00	\$42,456.89	18.50%	\$187,048.11	\$2,122.84
ORIGINAL CONTRACT TOTALS		\$6,720,808.90	\$5,249,889.27	\$416,218.73	\$0.00	\$5,666,108.00	84.31%	\$1,054,700.90	\$283,305.41
CHANGE ORDERS									
	CO #001, ODP Materials	\$-744,518.24	\$-744,507.28	\$0.00	\$0.00	\$-744,507.28	100.00%	\$-10.96	\$-37,225.36
	CO #002, Earthwork Credit	\$-261,932.25	\$-261,932.25	\$0.00	\$0.00	\$-261,932.25	100.00%	\$0.00	\$-13,096.61
		\$-1,006,450.49	\$-1,006,439.53	\$0.00	\$0.00	\$-1,006,439.53	100.00%	\$-10.96	\$-50,321.97
TOTAL----->		\$5,714,358.41	\$4,243,449.74	\$416,218.73	\$0.00	\$4,659,668.47	81.54%	\$1,054,689.94	\$232,983.44

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of **\$395,407.79**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **06/30/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY, UNIT 8
Location: Estuary Way, Yulee, FL

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: 07/05/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis*

Printed Name: Tim Gaddis

Title: Project Manager



Table of Contents

Additional Backup

- 6. Miscellaneous

**Tributary
Unit 8, Sleeves Installed**

7/5/2023 Updated

Date	2"	4"	6"	8"
4/27/2023		31		
4/28/2023	66	132		
5/5/2023		33		
5/8/2023	95	299		
5/9/2023	90			
5/10/2023	123	142	120	
6/8/2023	208	319	51	
	<hr/>	<hr/>	<hr/>	<hr/>
	582	956	171	0

Title	202251 - PayApp - TRIBUTARY, UNIT 8 - Vallencourt Construction Co. Inc. - Jun2023
File name	202251_PayApp_TRIBUTARYUNIT8_VallencourtConstructionCoInc_Jun2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	07/05/2023 13:42:10 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	07/05/2023 15:42:07 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the E-SIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AX

**SERIES 2021B (SOUTH ASSESSMENT AREA)
REQUISITION No. 225**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **225**

(2) Payment Instructions;

Vallencourt Construction Co., Inc.

ACH & Wire Instructions:

Receiving Bank: Synovus Bank

1148 Broadway

Columbus, GA 31901

ABA Routing Number: 061100606

Beneficiary Name: Vallencourt Construction Co, Inc.

(3) Amount Payable: **\$ 898,516.53**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 10 – Application for Payment No. 9 (June 2023)**

(5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;


4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER**


District Engineer

July 11, 2023

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

INVOICE

Date: 06/01/2023

Period To: 06/30/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 202269
Project #: TRIBUTARY, UNIT 10
Three Rivers CDD Subcontract #:
Application #: 9

Attn.: SCOTT WILD

Project Description: **TRIBUTARY, UNIT 10**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,414,690.34
REVISED CONTRACT AMOUNT.....	\$	8,380,317.10
PERCENTAGE COMPLETE.....	55.90%	
WORK COMPLETE TO DATE.....	\$	4,684,332.76
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,684,332.76
LESS RETAINAGE.....	\$	234,216.65
TOTAL EARNED LESS RETAINAGE.....	\$	4,450,116.11
LESS PREVIOUS BILLINGS.....	\$	3,551,599.58
CURRENT DUE.....	\$	898,516.53

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	945,806.87	4,684,332.76
Retainage:	47,290.34	234,216.65
Net:	898,516.53	4,450,116.11



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY, UNIT 10

APPLICATION NO: 9

PERIOD TO: 06/30/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

FROM: Vallencourt Construction Co. Inc.
449 Center Street
Green Cove Springs, FL 32043

CONTRACTOR'S
PROJECT NO: 202269

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,414,690.34
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,414,690.34

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Project Manager

By: Tim Gaddis

Date: 07/05/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached	
1. ORIGINAL CONTRACT SUM.....	\$ 9,795,007.44
2. Net change by Change Orders.....	\$ -1,414,690.34
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 8,380,317.10
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 4,684,332.76
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 234,216.65
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 234,216.65
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 4,450,116.11
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 3,551,599.58
8. CURRENT PAYMENT DUE.....	\$ 898,516.53
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 3,930,200.99
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 898,516.53

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: Scott A. Wild Date: July 11, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD
TRIBUTARY, UNIT 10**

Yulee, FL

APPLICATION NUMBER:

9

APPLICATION DATE:

07/05/2023

PERIOD TO:

06/30/2023

VCC PROJECT #:

202269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIONS	\$276,007.57	\$200,125.80	\$9,105.81	\$0.00	\$209,231.61	75.81%	\$66,775.96	\$10,461.57
	NPDES	\$40,619.92	\$20,309.95	\$2,501.29	\$0.00	\$22,811.24	56.16%	\$17,808.68	\$1,140.56
	SURVEY & AS-BUILTS	\$62,369.53	\$23,855.32	\$3,448.99	\$0.00	\$27,304.31	43.78%	\$35,065.22	\$1,365.22
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
	MOT	\$7,466.93	\$3,733.49	\$448.02	\$0.00	\$4,181.51	56.00%	\$3,285.42	\$209.07
	POND EXCAVATION	\$1,202,165.34	\$1,060,914.41	\$61,892.35	\$0.00	\$1,122,806.76	93.40%	\$79,358.58	\$56,140.34
	EARTHWORK	\$1,783,173.28	\$1,258,982.55	\$114,601.79	\$0.00	\$1,373,584.34	77.03%	\$409,588.94	\$68,679.22
	GRASSING	\$156,445.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$156,445.85	\$0.00
	SUBSOIL STABILIZATION	\$252,182.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$252,182.50	\$0.00
	BASE	\$428,639.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$428,639.70	\$0.00
	ASPHALT	\$173,815.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$173,815.20	\$0.00
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
	CONCRETE	\$217,494.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$217,494.80	\$0.00
	HARDSCAPE	\$278,177.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$278,177.70	\$0.00
	STORM DRAINAGE	\$1,065,594.50	\$532,200.40	\$271,799.88	\$0.00	\$804,000.28	75.45%	\$261,594.22	\$40,200.03
	GRAVITY SEWER	\$907,018.51	\$696,858.16	\$39,815.58	\$0.00	\$736,673.74	81.22%	\$170,344.77	\$36,833.68
	LIFT STATION	\$747,356.24	\$216,376.01	\$0.00	\$0.00	\$216,376.01	28.95%	\$530,980.23	\$10,818.80
	FORCE MAIN	\$238,230.69	\$71,061.28	\$108,090.20	\$0.00	\$179,151.48	75.20%	\$59,079.21	\$8,957.57
	WATER MAIN	\$842,878.47	\$182,617.30	\$368,745.74	\$0.00	\$551,363.04	65.41%	\$291,515.43	\$27,568.15
	REUSE MAIN	\$729,723.95	\$169,579.92	\$341,220.24	\$0.00	\$510,800.16	70.00%	\$218,923.79	\$25,540.01
	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	SLEEING UNDER PAVEMENT	\$207,845.00	\$1,526.40	\$0.00	\$0.00	\$1,526.40	0.73%	\$206,318.60	\$76.32
	ORIGINAL CONTRACT TOTALS	\$9,795,007.44	\$4,446,317.78	\$1,321,669.89	\$0.00	\$5,767,987.67	58.89%	\$4,027,019.77	\$288,399.38
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$-707,791.89	\$-375,863.02	\$0.00	\$-1,083,654.91	76.60%	\$-331,035.43	\$-54,182.73
		\$-1,414,690.34	\$-707,791.89	\$-375,863.02	\$0.00	\$-1,083,654.91	76.60%	\$-331,035.43	\$-54,182.73
	TOTAL----->	\$8,380,317.10	\$3,738,525.89	\$945,806.87	\$0.00	\$4,684,332.76	55.90%	\$3,695,984.34	\$234,216.65

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of **\$898,516.53**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **06/30/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY, UNIT 10
Location: Estuary Way, Yulee, FL

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: 07/05/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis*

Printed Name: Tim Gaddis

Title: Project Manager

Title	202269 - PayApp - TRIBUTARY, UNIT 10 - Vallencourt Construction Co. Inc. - Jun2023
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_Jun2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	07/05/2023 13:48:38 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	07/05/2023 15:38:10 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the ESIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3 AXI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 226**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **226**
- (2) Payment Instructions; **SES Energy Services, LLC**
3550 St. Johns Bluff Road South
Jacksonville, FL 32224
- (3) Amount Payable: **\$ 4,000.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Completed Tributary 2nd Qtr 2023 Water Quality Sampling and Report - Invoice 39697**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:


1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,
CONSULTING ENGINEER

District Engineer

July 11, 2023

3550 St. Johns Bluff Road South
Jacksonville, FL 32224
(904)285-1397

Three Rivers CDD
Gregg
C/O Wrathell, Hunt & Associates LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431,

Invoice number 39697
Date 06/30/2023

Project **23056.00 TRIBUTARY DRI WQ
SAMPLING (ERS 2P001.1056.0001.20)**

Professional Services provided through June 30, 2023

Description	Contract Amount	Prior Billed	Current Billed
Z99 Professional Services	22,400.00	0.00	4,000.00
Total	22,400.00	0.00	4,000.00

Invoice total **4,000.00**

Completed 2nd qtr 2023 water quality sampling and report.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BI

PURCHASE ORDER
PURCHASE ORDER - P.O.: BBDD-010
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Ferguson Waterworks
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	9692 Florida Mining Blvd W. Building #100 Jacksonville, FL 32257
Phone:	(904) 699-1188	Phone:	(904) 266-2551

Project Name:	Tributary Phase 1B – Units 15	Contract Date:	4/25/2023
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-010


Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 233,991.28

Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.




 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer

 Name: Scott A. Wild

 Title: Executive Vice President

 Date Executed: April 28, 2023



 Seller
 By: FERGUSON WATEWORKS

 Name: BLAKE BOWMASTER

 Title: OUTSIDE SALES REP

 Date Executed: 4/29/23

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions



FERGUSON WATERWORKS-JAX #149
 9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257
 Phone: 904-268-2551
 Fax: 904-268-2053

Deliver To:
From: Blake Bowmaster
Comments:

11:55:19 APR 21 2023

FEL-JACKSONVILLE WW -#149
 Price Quotation
 Phone: 904-268-2551
 Fax: 904-268-2053

Bid No: B574992
Bid Date: 04/10/23
Quoted By: WBB

Cust Phone: 904-291-9330
Terms: NET 10TH PROX

Customer: VALLENCOURT CONSTR CO INC
 PO BOX 1889
 GREEN COVE SPRINGS, FL 32043

Ship To:

Cust PO#:

Job Name: TRIB 1B 15 DPO

Item	Description	Quantity	Net Price	UM	Total
	TRIBUTARY 1B 15				

	SEWER 1B 15				
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	3052	15.640	FT	47733.28
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	1330	8.640	FT	11491.20

	WATER 1B UNIT 15				
DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	1440	37.370	FT	53812.80
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	900	24.910	FT	22419.00
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	200	7.100	FT	1420.00
AX42250100	2X100 CTS 250 PSI NSF BLUE	200	2.000	FT	400.00
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	2	2745.000	EA	5490.00
AFC2610DLAFMM	10 DI MJ RW OL SS STEM VLV L/A	1	2141.000	EA	2141.00
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	2	1373.000	EA	2746.00
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	6	863.000	EA	5178.00

	REUSE 1B 15				
DR18PP10	10 C900 DR18 PVC GJ PURP PIPE	1400	37.370	FT	52318.00
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	900	24.910	FT	22419.00
DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	160	7.100	FT	1136.00
AX42250100	2X100 CTS 250 PSI NSF BLUE	200	2.000	FT	400.00
AFC2610DLAFMM	10 DI MJ RW OL SS STEM VLV L/A	1	2141.000	EA	2141.00
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	2	1373.000	EA	2746.00
			Net Total:		\$233991.28
			Tax:		\$16379.39
			Freight:		\$0.00
			Total:		\$250370.67



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=37095>

FEL-JACKSONVILLE WW -#149
Price Quotation

Fax: 904-268-2053

11:55:19 APR 21 2023

Reference No: B574992

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=37095>

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Three Rivers Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-010 from Ferguson Waterworks(Vendor) on or after April 25, 2023 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B – Unit 15.


The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (**You must initial each of the following requirements.**)

- ___ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ___ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

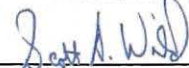
The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Three Rivers Community Development District


Signature of Authorized Representative
of Governmental Entity/Title

Jun 28, 2023
Date


Purchasing Agent

April 28, 2023
Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

THREE RIVERS CDD-Ferguson UNIT 15-1B TRCDD010-to be signed

Final Audit Report

2023-06-28

Created:	2023-06-28
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnNcuWM9pEqiCWjF7SwliSh4Mv1Vh45Um

"THREE RIVERS CDD-Ferguson UNIT 15-1B TRCDD010-to be signed" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-28 - 6:20:24 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-28 - 6:21:00 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-28 - 6:30:27 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-28 - 6:30:53 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-28 - 6:30:53 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B11

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Ring Power Cat

ADDRESS: 500 World Commerce Parkway, St. Augustine, Florida 32092

TELEPHONE NUMBER: (904)737-7730

2. Manufacturer or brand, model or specification number of the item.

New Caterpillar D50 50kW C4.4 Engine Generator Set

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 155,575.00

5. The sales tax associated with the price quote: \$11,668.13

6. Shipping and handling insurance cost. \$0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Three Rivers Community Development District




Authorized Signature (Title)

Jun 15, 2023

Date

PURCHASING AGENT: England-Thims & Miller, Inc.



Authorized Signature (Title)

March 17, 2023

Date

CONTRACTOR: Vallencourt Construction Company



Authorized Signature (Title)

6/12/2023

Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: TRCDD-007
Three Rivers Community Development District

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Ring Power Cat
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	500 World Commerce Parkway, St. Augustine, Florida 32092
Phone:	(904) 699-1188	Phone:	(904)737-7730

Project Name:	Tributary Phase 1B – Units 10	Contract Date:	1/31/2023
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-007

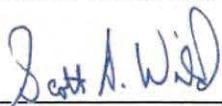
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

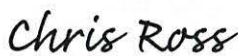
Price – \$155,575.00

Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer
 Name: Scott A. Wild
 Title: Executive Vice President
 Date Executed: March 17, 2023



 Seller
 By: Ring Power Corporation
 Name: Chris Ross
 Title: VP Assit Sales Manager
 Date Executed: 6/15/23

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT



OLYMPIAN GENERATORS

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
32000 Blue Star Hwy
Midway, FL 32343
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 02/14/2023

QUOTATION NO: BM2022_ Stock Generator E22011H

CUSTOMER NAME: Three Rivers Developers LLC
ADDRESS: 7807 Baymeadows Road East
CITY/STATE/ZIP: Jacksonville Florida 32256
PHONE:
CONTACT NAME:

ESTIMATED SHIPPING LEAD TIME: Package is 30-32 weeks from release
SHIPPING VIA/FOB: RPC/Jobsite
ESTIMATED SUBMITTAL LEAD TIME: 4 Weeks from order
JOBSITE ADDRESS: TBD
CITY/STATE/ZIP: Jacksonville, FL
PROJECT NAME: Tributary Unit 10, lift station

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

Table with 3 columns: DESCRIPTION OF MATERIAL, UNIT PRICE, EXTENSION. Row 1: One (1) New Caterpillar D50 50kW C4.4 Engine Generator Set, Rated Standby, 120/240 Volt, 3 Phase, Tier 3 Equipped as Follows: Control Panel - Shutdowns include Low Oil Pressure, High Coolant Temperature, Overspeed, Overcrank. Control Panel includes Modbus Communications for Additional Monitoring. UL2200 Listed Generator. Integrated Voltage Regulator. 150 Amp UL 100% Rated 3 Pole Circuit Breaker. Shunt Trip & Auxiliary Contact. Anti-Condensation Heater.

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Brian Martinez

Brian Martinez - EPG Sales NE FL

TERMS

- This offer to sell is made subject to buyer's acceptance within Ten (10) days from this date (noted above).
All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
Subject to credit approval.
Used equipment is subject to prior sale.
A 25% restocking fee will be assessed for all canceled orders or returned materials.
No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
No sales tax is included.
Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<ul style="list-style-type: none"> • Low Coolant Temperature Alarm • Lead Acid Battery • 10 Amp Dual Rate Battery Charger 110VAC • Coolant Heater • Bronze Glow Radiator • Siemens Scada I/O Module & Accessories • 5 Year ESC <p>Aluminum Sound Attenuated Enclosure</p> <ul style="list-style-type: none"> • Skin-Tight Design • Aluminum Modular Panel Construction • 85dBA @ 15 Feet – Sound Attenuation • Florida Department of Business & Professional Regulation Certification & Label • Hooded Intake w/Bird Rodent Screen • Hooded Discharge w/Gravity Dampers • Four (4) Access Doors with Stainless Steel Hardware • Door Drip Guards • Exterior Critical Grade Silencer – Stainless Steel Exterior • Exterior Muffler Mounting Hardware <p>Electrical Package:</p> <ul style="list-style-type: none"> • 100A, 120/240V, single phase load center • Qty (3) LED light fixtures • Qty (2) light switches • Qty (2) 20A GFI duplex receptacles • Qty (3) DC powered lights with one hour timer <p>Standard Color: JEA Green</p> <p>500 Gallon Aboveground Fuel Tank</p> <ul style="list-style-type: none"> • UL2085 Listed Fuel Tank • Normal & Emergency Vents • High Fuel, Low Fuel, & Interstitial Leak Switches. Wired to Genset Control Panel for Alarms • Exterior Fuel Fill. Fuel Fill Port. Pad Lockable Provision. • Greenleaf Gauge – Model EFG-8000-1 • Finish Color: Gray <p>Free Standing Stair Package</p> <ul style="list-style-type: none"> • Aluminum Bolt-On Stair Tread (Qty. 2) <p>One (1) Asco Transfer Switch 200 Amp Asco 7000 Series Transfer Switch. 240V 3 Phase 60Hz 4 Pole w/In-Phase Monitor. Solid Neutral. NON-Entrance Rated. Nema 3RX Double Secure Enclosure w/3 Point Latching System. Engine Exerciser, Event Log, RS485 Enabled, and Common Alarm Output. (JEA <i>Required 5 Year Warranty</i>)</p> <p>JEA Specified Generator Distributed I/O Panel</p> <ul style="list-style-type: none"> • Remote Ctrl/Dry Contact Series, Multiplex, Control Panel, UL 508 Labeled, Nema 4X Polycarbonate Enclosure. Panel complete with JEA Specified Siemens Components. Power supplied to this panel is 24VDC from RTU Panel. RTU Panel is by others. Programming is to be performed by JEA. <p>Start-Up</p> <ul style="list-style-type: none"> • Package start up is included. • Load test to be 1.0PF. <p>TOTAL NET COST FOR ABOVE</p>	<p>\$155,575.00</p>	<p>\$155,575.00</p>

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<p>This quotation is valid for 10 days. Due to the fluctuating costs associated with key materials such as manufacture parts, steel, aluminum, and copper, Ring Power reserves the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.</p> <p>Option 1 One Year Customer service agreement (CVA) Level 1,2,3 52-point Technical Analysis Coolant sample Oil sample Provide an Inspection report. (No <i>Load test Provided</i>) (Contact Your Bridges-york.bridges@ringpower.com) TOTAL NET COST FOR OPTION 1</p>	\$772.00	\$772.00
<p>----- Yes, -----No I would like Option 1</p> <p>NOTES:</p> <ol style="list-style-type: none"> 1. NO DIESEL FUEL IS INCLUDED. 2. FREIGHT TO THE JOB SITE IS INCLUDED. OFFLOADING BY OTHERS. 3. <u>QUOTED PER JEA FACILITLIES STANDARDS</u> 4. GENERAL EXCEPTION IS TAKEN TO ANY REQUIREMENT NOT PROVIDED AT THE TIME OF THIS PROPOSAL. 5. CURRENT PRODUCT LEAD TIME IS NOTED ABOVE IN WEEKS BUT IS SUBJECT TO CHANGE ACCORDING TO FACTORY AVAILABILITY. 6. ALL WORK BY RPC TECHNICIANS WILL BE PERFORMED DURING NORMAL WORKING HOURS. MONDAY-FRIDAY 7:30AM TO 4:00PM 7. FDEP & EPA NOTICES OF DELIVERY, PERMITTING, AND REGISTRATION ARE NOT INCLUDED. THIS IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR AND/OR OWNER. 8. ALL START-UP AND TESTING INCLUDED IN THIS PROPOSAL WILL BE PERFORMED BY RING POWER TECHNICIANS. ANY REQUIRED THIRD-PARTY TESTING SHALL BE PROVIDED BY OTHERS. 9. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer”. 10. The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and buyer shall not be entitled to any damages resulting thereof.” 11. The Seller has provided product lead times based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.” 12. CREDIT TERMS TO BE DETERMINED AT THE TIME OF ORDER. <ol style="list-style-type: none"> a. 95% Invoice Due Upon Equipment Delivery b. 5% Retainage Due Upon Completion of Startup and Commissioning <p>Exceptions:</p> <p>As per drawing 15A 40 and 50 Kw generator is called out on drawing. Load profile: 2 X 10.1 Hp Pumps with 30Amp Misc. load at 20% max Volt/Freq Drop</p> <p><u>Quoting a stock generator. All stock generators are subject to prior sale without notice</u></p> <p>Nothing other than what is on this quote will be provided.</p>		

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Three Rivers Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-007 from Ring Power Cat (Vendor) on or after January 31, 2023 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B – Unit 10.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (**You must initial each of the following requirements.**)

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

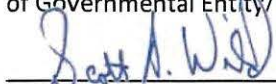
Three Rivers Community Development District



Signature of Authorized Representative
of Governmental Entity/Title

Jun 15, 2023

Date



Purchasing Agent

March 17, 2023

Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.






THREE RIVERS CDD-Ring Power Cat UNIT 10 TRCDD007_VCC

Final Audit Report

2023-06-15

Created:	2023-06-15
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ6nWMkEB3IPguzPCyu0CJluifdEUoAfC

"THREE RIVERS CDD-Ring Power Cat UNIT 10 TRCDD007_V CC" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-15 - 7:49:23 PM GMT- IP address: 73.104.179.217
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-15 - 7:50:03 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-15 - 8:05:02 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-15 - 8:05:17 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-15 - 8:05:17 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIII

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Rinker Materials

ADDRESS: 2313 Vulcan Road, Apopka, FL 32703

TELEPHONE NUMBER: (407)293-5126

2. Manufacturer or brand, model or specification number of the item.

RCP Pipe

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 162,001.60

5. The sales tax associated with the price quote. \$ 11,340.11

6. Shipping and handling insurance cost. \$0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Three Rivers Community Development District



Authorized Signature (Title)

Jun 28, 2023

Date

PURCHASING AGENT: England-Thims & Miller, Inc.



Authorized Signature (Title)

April 28, 2023

Date

CONTRACTOR: Vallencourt Construction Company



Authorized Signature (Title)

4/30/2023

Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: TRCDD-008
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Rinker Materials Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	2313 Vulcan Road, Apopka, FL 32703
Phone:	(904) 699-1188	Phone:	(407)293-5126

Project Name:	Tributary Phase 1B – Units 15	Contract Date:	04/25/2023
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-008

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“Goods”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$162,001.60

Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

Scott A. Wild
 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer
 Name: Scott A. Wild
 Title: Executive Vice President
 Date Executed: April 28, 2023

Seller
 By: Rudd
 Name: Rudd Litchfield
 Title: Sale Manager
 Date Executed: 4/29/23

- EXHIBIT A:** Proposal
- EXHIBIT B:** Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions (“STCs”). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.



MATERIALS™
A QUIKRETE® COMPANY

Quotation

Quote # QUO-536511-M3C8N2					
Date	04/21/2023	Account Name	Vallencourt Construction Co Inc		
Quote #	QUO-536511-M3C8N2	Contact Name	Tim Gaddis	Account Manager	Whitley Hyde
Revision #	2	Contact Phone	(904) 291-9330	Address	2313 Vulcan Road, Apopka, FL 32703
Project Name	Tributary Unit 15	Contact Fax		Phone	407-293-5126
Project #	741083	Contact Email	timg@vallencourt.com	Fax	407-298-4439
Project Address	Yulee, FL 32097			Email	Whitley.Hyde@Rinkerpipe.com

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Item #	Description	Material Code	Quantity	Unit	Unit Price	Total Price
10	P R 15 PFL CL-3 B WALL 96 GRANITE MIX	PR015P3B096090	221.00	FT	\$27.00	\$5,967.00
20	P R 18 PFL CL-3 B WALL 96 GRANITE MIX	PR018P3B096090	115.00	FT	\$36.00	\$4,140.00
30	P R 24 PFL CL-3 B WALL 96 GRANITE MIX	PR024P3B096090	888.00	FT	\$55.80	\$49,550.40
40	P R 30 PFL CL-3 B WALL 96 GRANITE MIX	PR030P3B096090	760.00	FT	\$85.50	\$64,980.00
70	P E 014X023 PFL CL3 B WALL 96	PE014P3B096000	64.00	FT	\$55.80	\$3,571.20
80	P E 24X038 PFL CL3 BW 96	PE024P3B096000	256.00	FT	\$130.50	\$33,408.00
100	LUBRICANT - 8 LB PAIL	RPL00000004	35.00	EA	\$11.00	\$385.00
					Total	\$162,001.60
					(Tax not included) Net Total	\$162,001.60

- 1.***Possible 2-4 weeks lead time for RCP and ERCP due to supply chain issues***
Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power. A price escalator of 5% will be added on 07/01/2023 for all product not shipped and an additional 5% for every year thereafter. This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C-507 and FDOT Specifications for road and bridge construction. Any required deviation after review of plans and specifications will require re-quoting and void the quotation.
- 2.This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.
- 3.This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-507, ASTM C443. Any required deviation from ASTM C-507, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.
- 4.This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C443. Any required deviation from ASTM C-76, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.
- 5.Valid for 30 days from the date of quotation.



MATERIALS™
A QUIKRETE® COMPANY

Quotation

Quote # QUO-536511-M3C8N2

PAYMENT TERMS ARE NET 30, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

Acceptance

I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com.

By

Whitley Hyde

Company

(O)

407-293-5126

By

(F)

407-298-4439

Title

(Cell)

Date

Title

Account Manager

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Three Rivers Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-008 from Rinker Materials (Vendor) on or after April 25, 2023 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B – Unit 15.


The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (**You must initial each of the following requirements.**)

- RL 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- RL 2. The vendor's invoice will be issued directly to Governmental Entity.
- RL 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- RL 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- RL 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

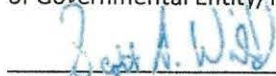
The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Three Rivers Community Development District


Signature of Authorized Representative
of Governmental Entity/Title

Jun 28, 2023
Date


Purchasing Agent

April 28, 2023
Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

THREE RIVERS CDD-Rinker Materials - Tributary Unit 15-to be signed

Final Audit Report

2023-06-28

Created:	2023-06-28
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIfeaAJtJBBAjGXmlqG3QAv0jHehg-om

"THREE RIVERS CDD-Rinker Materials - Tributary Unit 15-to be signed" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-06-28 - 6:21:25 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-06-28 - 6:22:02 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-06-28 - 6:29:41 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-06-28 - 6:29:58 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-06-28 - 6:29:58 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIV

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
NAME: Forterra Pipe and Precast
ADDRESS: 840 West Avenue, Deland, FL 32720
TELEPHONE NUMBER: (352) 316-9717
2. Manufacturer or brand, model or specification number of the item.
Sanitary and Storm Structures

3. Quantity needed as estimated by CONTRACTOR. See attached quote _____
4. The price quoted by the supplier for the construction materials identified above.
\$ 123,459.98
5. The sales tax associated with the price quote: \$8,642.20
6. Shipping and handling insurance cost. \$0.0
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Three Rivers Community Development District


Authorized Signature (Title)

Jun 28, 2023
Date

PURCHASING AGENT: England-Thims & Miller, Inc.


Authorized Signature (Title)

April 28, 2023
Date

CONTRACTOR: Vallencourt Construction Company

 Type text here
Authorized Signature (Title)

5/1/23
Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: TRCDD-009
Three Rivers Community Development District

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Forterra Pipe and Precast
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	840 West Avenue, Deland, FL 32720
Phone:	(904) 699-1188	Phone:	(352) 316-9717

Project Name:	Tributary Phase 1B – Units 15	Contract Date:	4/25/2023
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-009


Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“Goods”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$123,459.98

Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer
 Name: Scott A. Wild
 Title: Executive Vice President
 Date Executed: April 28, 2023

 Seller
 By: **Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials**
 Name:
 Title:
 Date Executed:

- EXHIBIT A: Proposal
- EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.



***** Prices are committed on this project only and are subject to change after 30 days from quote date. *****

Rev. Date January 31, 2023
Quote No. 22062712573094
Project Tributary Ph 1B Unit 15
 , FL
 NASSAU County

Bid Date 06/27/2022
Plan Date 5/6/2022
Engineer England Thims & Miller, Inc.
 (ETM)

Sanitary Structures
Description

Description	Quantity	Unit Price	Ext Price
(9) Type A Sanitary Manhole (\$28,747.33)			
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (4'-6' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-13, MH-14, MH-15)	3 EA	\$2,508.45	\$7,525.35
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (6'-8' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-12)	1 EA	\$2,917.05	\$2,917.05
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (8'-10' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-10, MH-11)	2 EA	\$3,469.24	\$6,938.48
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (10'-12' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-7, MH-8, MH-9)	3 EA	\$3,788.82	\$11,366.45

(3) Type B Sanitary Manhole (\$13,150.09)

48" Diameter Type B Sanitary Manhole (5" wall, 8" base) (12'-14' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C, Drop Bowl By Others (MH-6)	1 EA	\$4,264.86	\$4,264.86
48" Diameter Type B Sanitary Manhole (5" wall, 8" base) (14'-16' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C, Drop Bowl By Others (MH-3, MH-5)	2 EA	\$4,442.62	\$8,885.23 4,442.62
Sanitary Quote Total			\$41,897.42 37,454.80

Storm Structures

Description	Quantity	Unit Price	Ext Price
(1) Control Structure (\$6,954.74)			
7' x 4' Control Structure (8" wall, 8" base) (4'-6' deep) With: 8" Slab Top, USF 6609 Steel Grates, Baffle Wall & Weir Plate (FS-101)	1 EA	\$6,954.74	\$6,954.74
(11) Curb Inlet (\$36,380.53)			
3' x 3' Curb Inlet (8" wall, 8" base) (0'-4' deep) With: USF 5145-6210 FG&H (FS-1, FS-11, FS-12, FS-13, FS-14)	5 EA	\$1,779.49	\$8,897.46
48" Diameter (5" wall, 8" base) (6'-8' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FG&H (FS-3, FS-15)	2 EA	\$2,732.35	\$5,464.70
60" Diameter (6" wall, 8" base) (6'-8' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FG&H (FS-6)	1 EA	\$4,019.26	\$4,019.26
60" Diameter (6" wall, 8" base) (8'-10' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FG&H (FS-7)	1 EA	\$4,418.59	\$4,418.59
72" Diameter (7" wall, 8" base) (10'-12' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FG&H (FS-8, FS-9)	2 EA	\$6,790.26	\$13,580.52

(2) Double Curb Inlet (\$11,230.50)

3' x 6.5' Double Curb Inlet (8" wall, 8" base) (6'-8' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FG&H (FS-2, FS-5)	2 EA	\$5,615.25	\$11,230.50
--	------	------------	-------------

(8) Headwall (\$14,391.00)

DOT 250 Headwall 14" x 23" (18") Single (WSX-4, WXS-3)	2 EA	\$1,237.50	\$2,475.00
---	------	------------	------------

DOT 250 Headwall 24" x 38" (30") Triple (WXS-5, WXS-6)	2 EA	\$4,081.50	\$8,163.00
---	------	------------	------------

Mitered Ends 24" Single (FS-16, FS-100, FS-102)	3 EA	\$850.50	\$2,551.50
--	------	----------	------------

Mitered Ends 30" Single (FS-10)	1 EA	\$1,201.50	\$1,201.50
------------------------------------	------	------------	------------

(4) Storm Manhole (\$17,048.41)

48" Diameter (5" wall, 8" base) (6'-8' deep) With: Single Ramnek, 32" Eccentric Cone Top, USF 655-U R&C (FS-4)	1 EA	\$2,472.61	\$2,472.61
--	------	------------	------------

60" Diameter (6" wall, 8" base) (6'-8' deep) With: Single Ramnek, 32" Eccentric Cone Top, USF 655-U R&C (FS-100A)	1 EA	\$3,766.18	\$3,766.18
---	------	------------	------------

60" Diameter (6" wall, 8" base) (10'-12' deep) With: Single Ramnek, 32" Eccentric Cone Top, USF 655-U R&C (FS-9B)	1 EA	\$4,635.26	\$4,635.26
---	------	------------	------------

72" Diameter (7" wall, 8" base) (10'-12' deep) With: Single Ramnek, 32" Eccentric Cone Top, USF 655-U R&C (FS-9A)	1 EA	\$6,174.36	\$6,174.36
---	------	------------	------------

Storm Quote Total \$86,005.18

**Structure Grand Total ~~\$127,902.60~~
123,459.98**

General Notes

- Pricing is subject to a 7% escalator for all material not shipped beginning one year from purchase order or quotation acknowledgement date. Each succeeding year will be subject to an additional 7% escalator and will stay in effect for the duration of the project.
- Prices are subject to change based on plan changes or customer/EOR requests.
- Due to current market volatility, lead times, and/or delivery dates maybe subject to change.
- Special products will not be accepted for returns and will not be refunded.
- Ramnek is available for storm & sanitary structures at \$210/box quantity as required.
- Grade rings are available; please contact your local Account Manager for price.

Quote Total ~~\$127,902.60~~

123,459.98

Subject to State, County & Local Taxes.
F.O.B.: Jobsite.
Above prices based on truckload quantities.

Brian Finch
Office: (904) 742-9196
Cell: (904) 742-9196

TERMS AND CONDITIONS OF SALE

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials, for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials ("Rinker Materials"), offer to sell the materials described in this Quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. Rinker Materials expressly rejects any other terms and conditions. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

LIMITED WARRANTY AND REMEDIES

Rinker Materials warrants that the materials sold hereunder shall conform to the specifications as described in the Order Acknowledgment (or this Quotation if there is no Order Acknowledgment) and shall be free from defects in manufacturing and workmanship provided Buyer provides written notice of any such non-conformance or defects to Rinker Materials within one (1) year from the date of delivery of the materials. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Rinker Materials is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Rinker Materials, at Rinker Materials' option, to refund the purchase price for the defective or nonconforming materials sold hereunder or to repair or to replace any defective or nonconforming materials. Rinker Materials shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND RINKER MATERIALS HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Rinker Materials makes no warranty whatsoever with respect to goods, products, accessories or parts furnished by Rinker Materials but not manufactured by Rinker Materials, which carry only the warranty, if any, in the applicable manufacturer's warranties (if any) to the extent permitted by the terms of such warranty between Rinker Materials and such manufacturer.

Accepted by Buyer

By: _____

Title: _____

Date: _____

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Three Rivers Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-009 from Forterra Pipe and Precast (Vendor) on or after April 25, 2023 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B – Unit 15.



The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (**You must initial each of the following requirements.**)

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Three Rivers Community Development District

	<u>Jun 28, 2023</u>
Signature of Authorized Representative of Governmental Entity/Title	Date
	<u>April 28, 2023</u>
Purchasing Agent	Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BV


**ASSIGNMENT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE) TRIBUTARY UNIT 15 PROJECT
& ACQUISITION OF IMPROVEMENTS**

Assignor: Three Rivers Developers, LLC (“Assignor”)
Owner/Assignee: Three Rivers Community Development District (“Assignee”)
Contractor: Vallencourt Construction Co., Inc. (“Contractor”)
Contract: Agreement between Owner and Contractor for Construction Contract
(Stipulated Price) Tributary – Unit 15 Project (together, “Contract” or
“Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee acknowledges that it has or intends to issue bonds for the purpose, in part, to fund the improvements subject to the Contract and agrees that, to the extent permitted by law and authorized by the applicable bond documents, it will reimburse Assignor for amounts Assignor has already paid to the Contractor under the Contract. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of _____, 2023.

THREE RIVERS DEVELOPERS, LLC

By: 
Printed Name: LIAM O'REILLY
Title: VICE PRESIDENT

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Printed Name: LIAM O'REILLY GREG F. KERN
Title: Chairperson

VICE

**VALLENCOURT CONSTRUCTION CO.,
INC.**

By: 
Printed Name: Marcus McNamara
Title: President

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT
(VALLENCOURT TRIBUTARY – UNIT 15 PROJECT)**

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned, personally appeared Liam O'Reilly of Three Rivers Developers, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Liam O'Reilly, serve as Vice President for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Three Rivers Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Tributary – Unit 15 Project, ("**Improvement Agreement**") between Developer and Vallencourt Construction Co., Inc. ("**Contractor**"), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement as it relates to certain improvements ("**Improvements**") as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**.
- (vi) Developer represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) The District has or intends to issue bonds for the purpose, in part, to fund the improvements subject to the Improvement Agreement Contract and agrees that, to the extent permitted by law and authorized by the applicable bond documents, it will reimburse Assignor for amounts Assignor has already paid to the Contractor under the Improvement Agreement. Developer agrees to provide a bill of sale and any other reasonable documentation to support such reimbursement.

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

Executed this 27th day of JUNE, 2023.

THREE RIVERS DEVELOPERS, LLC

Witness

[Signature]
CHRIS KERN
 [Print Name]

By: *[Signature]*
 Name: LIAM O'REILLY
 Title: VICE PRESIDENT

STATE OF FLORIDA
 COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of June, 2023, by Liam O'Reilly, as Vice President of Three Rivers Developers, LLC, on its behalf. S/He is personally known to me or produced _____ as identification.

[Signature]
 Notary Public, State of Florida

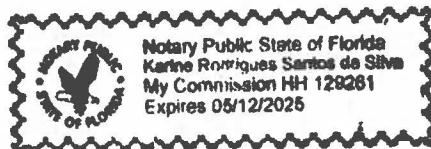


EXHIBIT A-2

DESCRIPTION OF PROJECT

The Subdivision Improvements for Tributary – Unit 15 Project (“Improvements”) identified in the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Tributary – Unit 15 Project, between Developer and Vallencourt Construction Co., Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENTS
All work, or portions thereof, necessary to install a complete subdivision, including clearing and grubbing, earthwork, grading, paving, drainage, potable water, reuse water, and sewage system as shown on those certain plans prepared by England-Thims & Miller, Inc. titled Tributary – Unit 15 dated March 2022 and revised July 2022. Geotechnical report is as follows: ECS Florida, LLC Geotechnical Reports dated May 21, 2021 (Project No. 35:31680) and in accordance with Nassau County, JEA, FDEP, ACOE, FDOT, and the St. Johns River Water Management District permits	\$5,361,937.15	\$0	\$5,361,937.15

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
(VALLENCOURT TRIBUTARY – UNIT 15 PROJECT)**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Vallencourt Construction Co., Inc. (“**Contractor**”), hereby agrees as follows:

- (i) The Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Tributary – Unit 15 Project, between Developer and Vallencourt Construction Co., Inc. (“**Improvement Agreement**”) has been assigned to the Three Rivers Community Development District (“**District**”) as it relates to certain improvements (“**Improvements**”) as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. x Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an “Owner” as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

- (v) Contractor agrees to name the District as an additional insured in each instance that the Improvement Agreement requires the "Owner" to be named as an additional insured and Contractor shall execute the Scrutinized Companies Statement, Public Entity Crimes Statement, and Trench Safety Act Statement attached hereto as **Composite Exhibit B**.

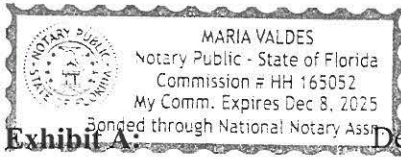
Executed this 23 day of June, 2023.

VALLENCOURT CONSTRUCTION
CO., INC.

Marcus McNarnay
By: Marcus McNarnay
Its: President

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June, 2023, by M. McNarnay, as President of Valencourt Const Co. Inc on its behalf. ~~S~~He is personally known to me or produced _____ as identification.



Maria Valdes
Notary Public, State of Florida

Exhibit A: Description of Improvements
Composite Exhibit B: Scrutinized Companies Statement, Public Entity Crimes Statement, and Trench Safety Act Statement

EXHIBIT A

DESCRIPTION OF PROJECT

The Subdivision Improvements for Tributary – Unit 15 Project (“Improvements”) identified in the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Tributary – Unit 15 Project, between Developer and Vallencourt Construction Co., Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENTS
All work, or portions thereof, necessary to install a complete subdivision, including clearing and grubbing, earthwork, grading, paving, drainage, potable water, reuse water, and sewage system as shown on those certain plans prepared by England-Thims & Miller, Inc. titled Tributary – Unit 15 dated March 2022 and revised July 2022. Geotechnical report is as follows: ECS Florida, LLC Geotechnical Reports dated May 21, 2021 (Project No. 35:31680) and in accordance with Nassau County, JEA, FDEP, ACOE, FDOT, and the St. Johns River Water Management District permits	\$5,361,937.15	\$0	\$5,361,937.15

COMPOSITE EXHIBIT B

SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Three Rivers Community Development District for the Tributary – Unit 15 Project

by Michael A. Vallencourt, II – Vice President
(print individual's name and title)

for Vallencourt Construction Co., Inc.
(print name of entity submitting sworn statement)

whose business address is

449 Center Street, Green Cove Springs, Florida 32043

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, “**Prohibited Criteria**”), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

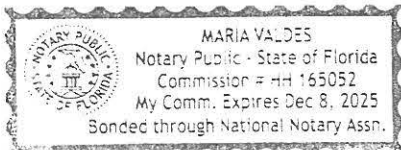
[Signature]
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF Clay

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23 day of June, 2023, by Michael A. Vallencourt, of the Vallencourt Coast Co Inc who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Signature of Notary Public taking acknowledgement

My Commission Expires: Dec 8, 2025
(SEAL)



PUBLIC ENTITY CRIMES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Three Rivers Community Development District for the Tributary - Unit 15 Project
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Vallencourt Construction Co., Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 449 Center Street, Green Cove Springs, Florida 32043

-
4. Contractor's Federal Employer Identification Number (FEIN) is 59-2469052

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

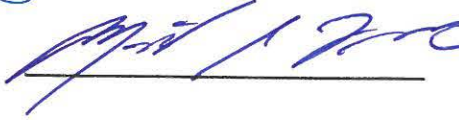
_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 23 day of June, 2023.

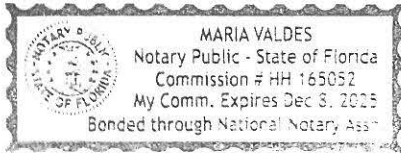
By: Michael A. Vallencourt II



Title: Vice President

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June, 2023, by M.A. Vallencourt of Vice, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Notary Public, State of Florida

Print Name: Maria Valdes

Commission No.: HH 165052

My Commission Expires: Dec 8, 2025

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

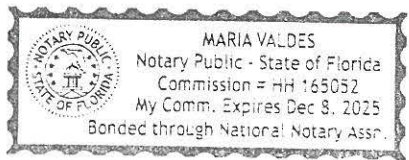
1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 23 day of June, 2023.

Contractor: _____
By: Michael A. Vallerant _____
Title: vice president _____

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June, 2023, by Michael A. Vallerant VCCT, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Maria Valdes
Notary Public, State of Florida
Print Name: Maria Valdes
Commission No.: HH 165052
My Commission Expires: Dec 8, 2025

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Trench Box			
Sloping			
Project Total			

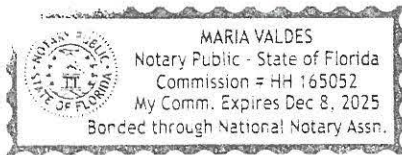
Dated this 23rd day of June, 2023.

Subcontractor: [Signature]

By: Michael A. Vallencourt II
Title: Vice-President.

STATE OF Florida
COUNTY OF Day

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June, 2023, by Michael A. Vallencourt of Vallencourt Const. who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Maria Valdes
Notary Public, State of Florida
Print Name: Maria Valdes
Commission No.: HH 165052
My Commission Expires: Dec 8, 2025

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**CERTIFICATE OF DISTRICT ENGINEER
FOR ASSIGNMENT OF AGREEMENT
(VALLENCOURT TRIBUTARY – UNIT 15 PROJECT)**

JUNE 22, 2023

Board of Supervisors
Three Rivers Community Development District

Re: Three Rivers Community Development District (Nassau County, Florida)
Assignment OF Agreement for Unit 15 Project

Ladies and Gentlemen:

The undersigned, a representative of England-Thims & Miller, Inc. (“**District Engineer**”), as District Engineer for the Three Rivers Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of the assignment of the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Tributary – Unit 15 Project (“**Agreement**”) for construction of certain improvements within the District (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the District’s *Master Engineer’s Report* dated August 27, 2019 (“**Engineer’s Report**”), and specially benefit property within the District as further described in the **Engineer’s Report**.
3. The Improvements installed under the Agreement as of the date of this Certificate are in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

ENGLAND-THIMS & MILLER, INC.

By: Scott A. Wild
Print Name: Scott Wild
Its: EXEC. V.P.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of June, 2023, by Scott A. Wild, as Exec. V.P. of England, Thims & Miller, Inc., on its behalf. He is personally known to me or produced _____ as identification.

Gloria J. Stephens
Notary Public, State of Florida

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/2025
Commission No. HH151695

DESCRIPTION OF PROJECT

The Subdivision Improvements for Tributary – Unit 15 Project (“Improvements”) identified in the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Tributary – Unit 15 Project, between Developer and Vallencourt Construction Co., Inc., and more specifically described as follows:

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	COST TO COMPLETE IMPROVEMENTS
All work, or portions thereof, necessary to install a complete subdivision, including clearing and grubbing, earthwork, grading, paving, drainage, potable water, reuse water, and sewage system as shown on those certain plans prepared by England-Thims & Miller, Inc. titled Tributary – Unit 15 dated March 2022 and revised July 2022. Geotechnical report is as follows: ECS Florida, LLC Geotechnical Reports dated May 21, 2021 (Project No. 35:31680) and in accordance with Nassau County, JEA, FDEP, ACOE, FDOT, and the St. Johns River Water Management District permits	\$5,361,937.15	\$0	\$5,361,937.15

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BVI



SES Environmental Resource Solutions LLC

16 June 2023

Mr. Gregg Kern
Three Rivers Community Development District
c/o
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**RE: Tributary DRI Water Quality Monitoring Plan (additional services)
Erosion and Sedimentation Control Inspections
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P210124**

Dear Mr. Kern:

SES Environmental Resource Solutions LLC (ERS) is pleased to provide you with this proposal/contract to assist with erosion and sedimentation control inspections for the Tributary project located in Nassau County.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Patrick Pierce
Senior Environmental Scientist/Project Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

PCP/P240124 Tributary Erosion and Sedimentation Control Inspections

PROPOSAL/CONTRACT

Prepared for:

Mr. Gregg Kern

Three Rivers Community Development District c/o

Wrathell, Hunt & Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

16 June 2023

RE: Tributary DRI Water Quality Monitoring Plan (additional services)
Erosion and Sedimentation Control Inspections
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P240124

Scope of Services

Task 1 – DRI Water Quality Sampling Plan Development. (Previously Authorized)

Task 2 – Biweekly Erosion and Sedimentation Control Inspection. SES Environmental Resource Solutions LLC (ERS) will provide a FDEP-qualified stormwater management inspector that will inspect erosion and sediment control systems, surface water and stormwater points of discharge, and disturbed areas of the Tributary development.

Task 2 – Fixed Fee \$800.00/per inspection event

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For: Three Rivers Community Development District

For: SES Environmental Resource Solutions LLC

Date: 6/17/2023

Date: 16 June 2023

By: [Signature] (Signature)

By: [Signature] (Signature)

Gregg F. Kern (Printed/Typed)

Kim Allerton (Printed/Typed)

General Terms and Conditions

GC-1 DEFINITIONS

- A. "Consultant" shall be defined as SES Environmental Resource Solutions LLC.
- B. "Client" means the company entering into this Agreement with Consultant.
- C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party".
- D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
- E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

GC-2 ORDER OF PRECEDENCE

- All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:
- A. Cost Estimate including Scope of Work and Agreement signature page.
 - B. General Terms and Conditions.
 - C. Attachments, if any.

GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

General Terms and Conditions

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand (\$50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million (\$1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred (\$500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

General Terms and Conditions

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

In the event of termination, or suspension of more than three months prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs incurred by Consultant in completing, compiling and transmitting such analyses, records and reports.

GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

4A

NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Foy R. Maloy, Jr

Who on oath says that (s)he is the Publisher of the
Fernandina Beach News-Leader, a weekly newspaper published at
Fernandina Beach in Nassau County, Florida; that the attached
copy of the advertisement, being a Legal Notice in the matter of

**NOPH/ADDOPTION OF FISCAL
YEAR 2023/2024 BUDGET**

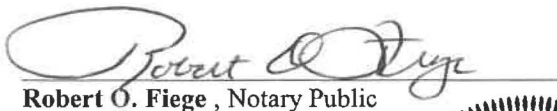
Was published in said newspaper in the issue(s) of

**06/28/2023 07/05/2023
Ad # 765851**

Affiant further says that the said News-Leader is
a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year preceding the first publication of the attached copy
of advertisement; and Affiant further says that (s)he has neither paid
nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

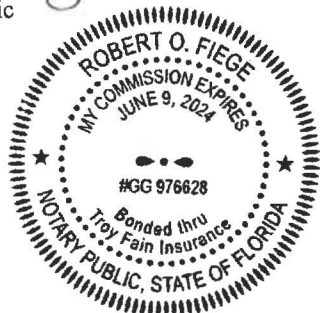


Sworn to and subscribed to before me
This 5th day of July, A.D. 2023



Robert O. Fiege, Notary Public

 Personally Known



**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC
HEARING TO CONSIDER THE
ADOPTION OF THE FISCAL
YEAR 2023/2024 BUDGET;
AND NOTICE OF REGULAR
BOARD OF SUPERVISORS
MEETING.**

The Board of Supervisors (Board) of the Three Rivers Community Development District (District) will hold a Public Hearing on July 20, 2023 at 3:00 p.m., at The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097 for the purpose of hearing comments and objections on the adoption of the proposed budgets (Proposed Budget) of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (Fiscal Year 2023/2024). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (District Managers Office), during normal business hours or on the Districts website at <https://threeriverscddt.com/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
FNL 2T 06-28 & 07-05
#765851

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2023-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Three Rivers Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Three Rivers Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$2,528,843 to be raised by the levy of assessments and/or otherwise, which sum is 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:

TOTAL GENERAL FUND	\$ 1,102,656
DEBT SERVICE FUND – SERIES 2019A-1	\$ 960,361
DEBT SERVICE FUND – SERIES 2019A-2	\$ 3,326
DEBT SERVICE FUND – SERIES 2021B (SAA)	\$ 462,500
TOTAL ALL FUNDS	\$2,528,843

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF JULY, 2023.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 3
Definitions of General Fund Expenditures	4 - 6
Debt Service Fund Budget - Series 2019A-1	7
Amortization Schedule - Series 2019A-1	8 - 9
Debt Service Fund Budget - Series 2019A-2	10
Amortization Schedule - Series 2019A-2	11
Debt Service Fund Budget - Series 2021B	12
Debt Service Fund Budget - Series 2021B (South Assessment Area)	13
Amortization Schedule - Series 2021B (South Assessment Area)	14
Assessment Summary	15 - 16

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 671,193				\$ 671,193
Allowable discounts (4%)	(26,848)				(26,848)
Assessment levy: on-roll - net	644,345	\$609,783	\$ 34,562	\$ 644,345	644,345
Assessment levy: off-roll	-	-	-	-	206,878
Developer contribution	122,976	253,556	(16,631)	236,925	251,433
Lot closing	-	13,365	-	13,365	-
Interest & miscellaneous	-	250	-	250	-
Total revenues	767,321	876,954	17,931	894,885	1,102,656
EXPENDITURES					
Professional & administrative					
Supervisor fees	9,000	2,000	7,000	9,000	9,000
FICA	918	153	765	918	918
Engineering	8,500	2,667	5,833	8,500	8,500
Attorney	25,000	3,286	21,714	25,000	25,000
Arbitrage	500	-	500	500	500
DSF accounting: series 2019	7,500	3,125	4,375	7,500	7,500
DSF accounting: series 2021	7,500	3,125	4,375	7,500	7,500
DSF accounting: series 2022	7,500	-	7,500	7,500	7,500
DSF accounting: series 2023	-	-	1,250	1,250	7,500
Dissemination agent: series 2019	1,000	417	583	1,000	1,000
Dissemination agent: series 2021-B1	1,000	417	583	1,000	1,000
Dissemination agent: series 2021-B2	1,000	417	583	1,000	1,000
Dissemination agent: series 2022	1,000	-	1,000	1,000	1,000
Dissemination agent: series 2023	-	-	167	167	1,000
Trustee: series 2019	4,050	4,256	-	4,256	4,300
Trustee: series 2021-B1	4,000	-	4,000	4,000	4,000
Trustee: series 2021-B2	4,000	-	4,000	4,000	4,000
Trustee: series 2022	4,000	-	4,000	4,000	4,000
Trustee: series 2023	-	-	-	-	4,000
Audit	6,000	-	6,000	6,000	7,500
Management	45,000	18,750	26,250	45,000	45,000
O&M accounting	-	-	-	-	7,500
Website	705	-	705	705	705
ADA compliance	210	-	210	210	210
Telephone	500	208	292	500	500
Postage	500	248	252	500	500
Insurance: GL and D&O	5,500	5,988	-	5,988	6,000
Printing & binding	500	208	292	500	500
Legal Advertising	1,500	1,310	190	1,500	1,500
Other current charges	500	116	384	500	500

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	
Professional & administrative				
Dues, licenses & subscriptions	175	175	-	175
Tax collector	13,424	12,196	1,228	13,424
Total professional & administrative	<u>160,982</u>	<u>59,062</u>	<u>104,031</u>	<u>183,232</u>
Operations & maintenance				
Landscape maintenance	147,400	57,372	90,028	147,400
Landscape contingency	7,700	-	7,700	7,700
Lifestyle director	-	-	-	-
Electric	19,800	20,069	31,500	51,569
Reclaimed water	44,000	14,783	29,217	44,000
Lake/stormwater maintenance	15,180	5,750	9,430	15,180
Irrigation repairs	11,000	2,302	8,698	11,000
Waste pickup	1,000	-	1,000	1,000
Accounting	7,500	3,125	4,375	7,500
Total operations & maintenance	<u>253,580</u>	<u>103,401</u>	<u>181,948</u>	<u>285,349</u>
Amenity center				
Utilities				
Telephone & cable	9,566	2,046	7,520	9,566
Electric	17,500	-	17,500	17,500
Water/irrigation	18,666	-	18,666	18,666
Potable water	-	-	-	-
Reclaim water	-	-	-	-
Gas	1,750	311	1,439	1,750
Trash removal	2,916	1,129	1,787	2,916
Security				
Alarm monitoring	400	-	400	400
Monitoring	14,466	-	14,466	14,466
Access cards	1,166	-	1,166	1,166
Management contracts				
Landscape mainenance	30,526	39,295	10,000	49,295
Landscape contingency	-	-	-	-
Pool service	28,200	9,400	14,100	23,500
Pool repairs	5,834	112	5,722	5,834
Pool chemicals	14,000	-	9,000	9,000
Janitorial services	16,030	10,632	15,120	25,752
Janatorial supplies	3,500	-	3,500	3,500
Fitness equipment lease	38,300	15,649	22,651	38,300
Techonolgy help desk	-	-	-	-
HVAC maintenance	-	-	-	-
Pest control	1,750	840	910	1,750

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
Pool permits	1,166	-	1,166	1,166	1,166
Repairs & maintenance	9,334	7,885	1,449	9,334	20,000
New capital projects	10,000	-	10,000	10,000	10,000
Special events	11,666	15,016	-	15,016	80,000
Holiday decorations	12,666	11,015	1,651	12,666	12,666
Fitness center repairs/supplies	3,500	-	3,500	3,500	3,500
Office supplies	584	2,216	1,200	3,416	3,600
Operating supplies	10,850	1,463	5,425	6,888	10,850
ASCAP/BMI licences	1,984	-	1,984	1,984	1,984
Insurance: property	30,000	39,889	-	39,889	40,000
Total amenity center	<u>320,654</u>	<u>156,898</u>	<u>194,656</u>	<u>351,554</u>	<u>485,390</u>
Total expenditures	<u>735,216</u>	<u>319,361</u>	<u>480,635</u>	<u>799,996</u>	<u>1,088,062</u>
Net increase/(decrease) of fund balance	32,105	557,593	(462,704)	94,889	14,594
Fund balance - beginning (unaudited)	-	(80,295)	477,298	(80,295)	14,594
Committed					
Future maintenance	14,594	14,594	14,594	14,594	29,188
Working capital	-	-	-	-	-
Unassigned	17,511	462,704	-	-	-
Fund balance - ending (projected)	<u>\$ 32,105</u>	<u>\$477,298</u>	<u>\$ 14,594</u>	<u>\$ 14,594</u>	<u>\$ 29,188</u>

Total Number of Units	3,125
Platted or Anticipated Platted Units	552
Professional & admin amount per unit	54.40
Operations & maintenance and amenity center amount per unit	1,161.52
Total	1,215.92

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional & administrative

Supervisor fees	\$ 9,000
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
FICA	918
Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.	
Engineering	8,500
The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted with Dominion Engineering Group, Inc.	
Attorney	25,000
Hopping, Green & Sams provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Arbitrage	500
To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
DSF accounting: series 2019	7,500
DSF accounting: series 2021	7,500
DSF accounting: series 2022	7,500
DSF accounting: series 2023	7,500
Dissemination agent	
The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.	
Dissemination agent: series 2019	1,000
Dissemination agent: series 2021-B1	1,000
Dissemination agent: series 2021-B2	1,000
Dissemination agent: series 2022	1,000
Dissemination agent: series 2023	1,000
Trustee: series 2019	4,300
Trustee: series 2021-B1	4,000
Trustee: series 2021-B2	4,000
Trustee: series 2022	4,000
Trustee: series 2023	4,000
Audit	7,500
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Management	45,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
O&M accounting	7,500
Website	705
ADA compliance	210

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Telephone	500
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance: GL and D&O	6,000
The District's general liability, public officials liability and property insurance coverages.	
Printing & binding	500
Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.	
Legal Advertising	1,500
The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.	
Other current charges	500
Bank charges and any other miscellaneous expenses incurred during the year.	
Dues, licenses & subscriptions	175
Annual fee paid to the Florida Department of Community Affairs.	
Tax Collector	13,424
Operations & maintenance	
Landscape maintenance	250,000
Estimated costs that the District will incur to maintain the landscaping within the common areas of the District after installation of landscape material has been completed.	
Landscape contingency	25,000
Lifestyle director	70,000
Estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.	
Utilities	
Estimated costs for any utilities such as electric, streetlights, water that may come online during the fiscal year.	
Electric	5,000
Reclaimed water	40,000
Lake/stormwater maintenance	17,000
Estimated costs for maintenance of all lakes and stormwater that will be maintained by the District. Sitex Aquatics contractor.	
Irrigation repairs	11,000
Estimated costs for any repairs to the irrigation system.	
Waste pickup	1,440
Doody Daddy monthly pick-up services \$120.00 per month	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Amenity center

Utilities

Telephone & cable	9,566
Electric	55,000
Potable water	3,000
Reclaim water	15,666
Gas	1,750
Trash removal	2,916

Security

Alarm monitoring	400
Monitoring	14,466
Access cards	1,166

Management contracts

Landscape mainenance	55,000
Landscape contingency	5,500
Pool service	28,200

Crown Pools monthly service contract \$2,350 per month

Pool repairs	5,834
Pool chemicals	14,000
Janitorial services	30,240
Janatorial supplies	12,000
Fitness equipment lease	38,300
Techonolgy help desk	4,100

ARCO help desk support security system, camera, TV, sound system \$100 per hour

HVAC maintenance	2,000
------------------	-------

Southern Technology agreemetrn \$2,000 per year. Does not include repairs.

Pest control	2,520
--------------	-------

Pool permits	1,166
--------------	-------

Repairs & maintenance	20,000
-----------------------	--------

AC repairs, handyman, electrician, Onsight Industry

New capital projects	10,000
----------------------	--------

Special events	80,000
----------------	--------

Holiday decorations	12,666
---------------------	--------

Fitness center repairs/supplies	3,500
---------------------------------	-------

Office supplies	3,600
-----------------	-------

Operating supplies	10,850
--------------------	--------

ASCAP/BMI licences	1,984
--------------------	-------

Insurance: property	40,000
---------------------	--------

Total expenditures	<u><u>\$ 1,088,062</u></u>
--------------------	----------------------------

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019A-1
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ 811,167				\$ 799,666
Allowable discounts (4%)	(32,447)				(31,987)
Net assessment levy - on-roll	778,720	\$ 726,582	\$ 52,138	\$ 778,720	767,679
Off-roll assessments	198,678	82,151	116,527	198,678	153,856
Assessment prepayments	-	22,553	-	22,553	-
Interest	5,000	19,737	-	19,737	5,000
Total revenues	<u>982,398</u>	<u>851,023</u>	<u>168,665</u>	<u>1,019,688</u>	<u>926,535</u>
EXPENDITURES					
Debt service					
Principal	275,000	-	275,000	275,000	285,000
Principal prepayment	-	85,000	-	85,000	-
Interest 11/1	340,650	337,142	3,508	340,650	329,684
Interest 5/1	340,650	-	340,650	340,650	329,684
Tax collector	16,223	14,533	1,690	16,223	15,993
Total expenditures	<u>972,523</u>	<u>436,675</u>	<u>620,848</u>	<u>1,057,523</u>	<u>960,361</u>
Excess/(deficiency) of revenues over/(under) expenditures	9,875	414,348	(452,183)	(37,835)	(33,826)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(2,407)	-	(2,407)	-
Total other financing sources/(uses)	<u>-</u>	<u>(2,407)</u>	<u>-</u>	<u>(2,407)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	9,875	411,941	(452,183)	(40,242)	(33,826)
Beginning fund balance (unaudited)	1,354,063	1,586,178	1,998,119	1,586,178	1,545,936
Ending fund balance (projected)	<u>\$ 1,363,938</u>	<u>\$1,998,119</u>	<u>\$1,545,936</u>	<u>\$1,545,936</u>	<u>1,512,110</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,001,063)
Interest expense - November 1, 2024					(324,163)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 186,884</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23	-		329,684.38	329,684.38	14,380,000.00
05/01/24	285,000.00	3.875%	329,684.38	614,684.38	14,095,000.00
11/01/24	-		324,162.50	324,162.50	14,095,000.00
05/01/25	295,000.00	4.125%	324,162.50	619,162.50	13,800,000.00
11/01/25	-		318,078.13	318,078.13	13,800,000.00
05/01/26	305,000.00	4.125%	318,078.13	623,078.13	13,495,000.00
11/01/26	-		311,787.50	311,787.50	13,495,000.00
05/01/27	320,000.00	4.125%	311,787.50	631,787.50	13,175,000.00
11/01/27	-		305,187.50	305,187.50	13,175,000.00
05/01/28	335,000.00	4.125%	305,187.50	640,187.50	12,840,000.00
11/01/28	-		298,278.13	298,278.13	12,840,000.00
05/01/29	345,000.00	4.125%	298,278.13	643,278.13	12,495,000.00
11/01/29	-		291,162.50	291,162.50	12,495,000.00
05/01/30	360,000.00	4.500%	291,162.50	651,162.50	12,135,000.00
11/01/30	-		283,062.50	283,062.50	12,135,000.00
05/01/31	380,000.00	4.500%	283,062.50	663,062.50	11,755,000.00
11/01/31	-		274,512.50	274,512.50	11,755,000.00
05/01/32	395,000.00	4.500%	274,512.50	669,512.50	11,360,000.00
11/01/32	-		265,625.00	265,625.00	11,360,000.00
05/01/33	415,000.00	4.500%	265,625.00	680,625.00	10,945,000.00
11/01/33	-		256,287.50	256,287.50	10,945,000.00
05/01/34	435,000.00	4.500%	256,287.50	691,287.50	10,510,000.00
11/01/34	-		246,500.00	246,500.00	10,510,000.00
05/01/35	455,000.00	4.500%	246,500.00	701,500.00	10,055,000.00
11/01/35	-		236,262.50	236,262.50	10,055,000.00
05/01/36	475,000.00	4.500%	236,262.50	711,262.50	9,580,000.00
11/01/36	-		225,575.00	225,575.00	9,580,000.00
05/01/37	495,000.00	4.500%	225,575.00	720,575.00	9,085,000.00
11/01/37	-		214,437.50	214,437.50	9,085,000.00
05/01/38	520,000.00	4.500%	214,437.50	734,437.50	8,565,000.00
11/01/38	-		202,737.50	202,737.50	8,565,000.00
05/01/39	545,000.00	4.500%	202,737.50	747,737.50	8,020,000.00
11/01/39	-		190,475.00	190,475.00	8,020,000.00
05/01/40	570,000.00	4.750%	190,475.00	760,475.00	7,450,000.00
11/01/40	-		176,937.50	176,937.50	7,450,000.00
05/01/41	595,000.00	4.750%	176,937.50	771,937.50	6,855,000.00
11/01/41	-		162,806.25	162,806.25	6,855,000.00
05/01/42	625,000.00	4.750%	162,806.25	787,806.25	6,230,000.00
11/01/42	-		147,962.50	147,962.50	6,230,000.00
05/01/43	655,000.00	4.750%	147,962.50	802,962.50	5,575,000.00
11/01/43	-		132,406.25	132,406.25	5,575,000.00
05/01/44	685,000.00	4.750%	132,406.25	817,406.25	4,890,000.00

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/44	-		116,137.50	116,137.50	4,890,000.00
05/01/45	720,000.00	4.750%	116,137.50	836,137.50	4,170,000.00
11/01/45	-		99,037.50	99,037.50	4,170,000.00
05/01/46	755,000.00	4.750%	99,037.50	854,037.50	3,415,000.00
11/01/46	-		81,106.25	81,106.25	3,415,000.00
05/01/47	795,000.00	4.750%	81,106.25	876,106.25	2,620,000.00
11/01/47	-		62,225.00	62,225.00	2,620,000.00
05/01/48	830,000.00	4.750%	62,225.00	892,225.00	1,790,000.00
11/01/48	-		42,512.50	42,512.50	1,790,000.00
05/01/49	875,000.00	4.750%	42,512.50	917,512.50	915,000.00
11/01/49	-		21,731.25	21,731.25	915,000.00
05/01/50	915,000.00	4.750%	21,731.25	936,731.25	-
Total	14,380,000.00		11,233,356.28	25,613,356.28	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019A-2
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Off-roll assessments	\$ 3,562	\$ -	\$ 3,562	\$ 3,562	\$ 3,326
Interest	-	62	-	62	-
Total revenues	<u>3,562</u>	<u>62</u>	<u>3,562</u>	<u>3,624</u>	<u>3,326</u>
EXPENDITURES					
Debt service					
Principal prepayment	-	5,000	-	5,000	-
Interest 11/1	1,781	1,781	-	1,781	1,663
Interest 5/1	1,781	-	1,663	1,663	1,663
Total expenditures	<u>3,562</u>	<u>6,781</u>	<u>1,663</u>	<u>8,444</u>	<u>3,326</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(6,719)	1,899	(4,820)	-
OTHER FINANCING SOURCES/(USES)					
Transfers in	-	2,407	-	2,407	-
Total other financing sources/(uses)	<u>-</u>	<u>2,407</u>	<u>-</u>	<u>2,407</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(4,312)	1,899	(2,413)	-
Beginning fund balance (unaudited)	41,404	13,636	9,324	13,636	11,223
Ending fund balance (projected)	<u>\$ 41,404</u>	<u>\$ 9,324</u>	<u>\$ 11,223</u>	<u>\$11,223</u>	<u>11,223</u>
Use of fund balance:					
Debt service reserve account balance (required)					(3,563)
Interest expense - November 1, 2024					(1,663)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 5,997</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-2 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			1,662.50	1,662.50	70,000.00
05/01/24			1,662.50	1,662.50	70,000.00
11/01/24			1,662.50	1,662.50	70,000.00
05/01/25			1,662.50	1,662.50	70,000.00
11/01/25			1,662.50	1,662.50	70,000.00
05/01/26			1,662.50	1,662.50	70,000.00
11/01/26			1,662.50	1,662.50	70,000.00
05/01/27			1,662.50	1,662.50	70,000.00
11/01/27			1,662.50	1,662.50	70,000.00
05/01/28			1,662.50	1,662.50	70,000.00
11/01/28			1,662.50	1,662.50	70,000.00
05/01/29	70,000.00	4.750%	1,662.50	71,662.50	-
Total	70,000.00		19,950.00	89,950.00	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021B
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 14,850	\$ -	\$ -	\$ -	\$ -
Interest	-	3,581	-	3,581	-
Total revenues	<u>14,850</u>	<u>3,581</u>	<u>-</u>	<u>3,581</u>	<u>-</u>
EXPENDITURES					
Debt service					
Principal prepayment	-	265,000	-	265,000	-
Interest	14,850	5,962	-	5,962	-
Total debt service	<u>14,850</u>	<u>270,962</u>	<u>-</u>	<u>270,962</u>	<u>-</u>
Total expenditures	<u>14,850</u>	<u>270,962</u>	<u>-</u>	<u>270,962</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(267,381)	-	(267,381)	-
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	-	(201,666)	(201,666)	-
Total other financing sources/(uses)	<u>-</u>	<u>-</u>	<u>(201,666)</u>	<u>(201,666)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(267,381)	(201,666)	(469,047)	-
Beginning fund balance (unaudited)	89,712	469,047	201,666	469,047	-
Ending fund balance (projected)	<u>\$ 89,712</u>	<u>\$ 201,666</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
Use of fund balance:					
Debt service reserve account balance (required)					-
Principal and Interest expense - November 1, 2023					-
Projected fund balance surplus/(deficit) as of September 30, 2023				<u>\$</u>	<u>-</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021B (SOUTH ASSESSMENT AREA)
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 462,500	\$ -	\$ 462,500	\$ 462,500	\$ 462,500
Interest	-	6,833	-	6,833	-
Total revenues	<u>462,500</u>	<u>6,833</u>	<u>462,500</u>	<u>469,333</u>	<u>462,500</u>
EXPENDITURES					
Debt service					
Interest	462,500	231,250	231,250	462,500	462,500
Total debt service	<u>462,500</u>	<u>231,250</u>	<u>231,250</u>	<u>462,500</u>	<u>462,500</u>
Total expenditures	<u>462,500</u>	<u>231,250</u>	<u>231,250</u>	<u>462,500</u>	<u>462,500</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(224,417)	231,250	6,833	-
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(1,638)	-	-	-
Total other financing sources/(uses)	<u>-</u>	<u>(1,638)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(226,055)	231,250	6,833	-
Beginning fund balance (unaudited)	703,070	695,991	469,936	695,991	702,824
Ending fund balance (projected)	<u>\$ 703,070</u>	<u>\$ 469,936</u>	<u>\$ 701,186</u>	<u>\$702,824</u>	<u>702,824</u>
Use of fund balance:					
Debt service reserve account balance (required)					(462,500)
Principal and Interest expense - November 1, 2024					(231,250)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 9,074</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021B (SOUTH ASSESSMENT AREA) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			231,250.00	231,250.00	10,000,000.00
05/01/24			231,250.00	231,250.00	10,000,000.00
11/01/24			231,250.00	231,250.00	10,000,000.00
05/01/25			231,250.00	231,250.00	10,000,000.00
11/01/25			231,250.00	231,250.00	10,000,000.00
05/01/26			231,250.00	231,250.00	10,000,000.00
11/01/26			231,250.00	231,250.00	10,000,000.00
05/01/27			231,250.00	231,250.00	10,000,000.00
11/01/27			231,250.00	231,250.00	10,000,000.00
05/01/28			231,250.00	231,250.00	10,000,000.00
11/01/28			231,250.00	231,250.00	10,000,000.00
05/01/29			231,250.00	231,250.00	10,000,000.00
11/01/29			231,250.00	231,250.00	10,000,000.00
05/01/30			231,250.00	231,250.00	10,000,000.00
11/01/30			231,250.00	231,250.00	10,000,000.00
05/01/31			231,250.00	231,250.00	10,000,000.00
11/01/31			231,250.00	231,250.00	10,000,000.00
05/01/32			231,250.00	231,250.00	10,000,000.00
11/01/32			231,250.00	231,250.00	10,000,000.00
05/01/33			231,250.00	231,250.00	10,000,000.00
11/01/33			231,250.00	231,250.00	10,000,000.00
05/01/34			231,250.00	231,250.00	10,000,000.00
11/01/34			231,250.00	231,250.00	10,000,000.00
05/01/35			231,250.00	231,250.00	10,000,000.00
11/01/35			231,250.00	231,250.00	10,000,000.00
05/01/36	10,000,000.00	4.625%	231,250.00	10,231,250.00	-
Total	10,000,000.00		6,012,500.00	16,012,500.00	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll Assessments (Platted Lots in Units 1 & 2)

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
Conventional					
SF 40'	-	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	30	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	94	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	107	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	231				

On-Roll Assessments (Platted Lots in Unit 3)

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
Conventional					
SF 40'	-	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	-	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	53	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	53				

On-Roll Assessments (Platted Lots in Unit 4)

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
Age-Restricted					
SF 45'	-	\$ 1,215.93	-	\$ 1,215.93	\$ 1,215.93
SF 50'	-	1,215.93	1,562.77	2,778.70	2,778.70
SF 50' Reduced	63	1,215.93	957.45	2,173.38	2,173.38
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 60' Reduced	37	1,215.93	957.45	2,173.38	2,173.38
Total	100				

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll Assessments (Platted Lots in Units 6)

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<u>Conventional</u>					
SF 40'	63	\$ 1,215.93	\$ 1,458.51	\$ 1,371.00	\$ 1,371.00
SF 45'	105	1,215.93	1,510.64	1,420.00	1,420.00
SF 50'	-	1,215.93	1,562.77	1,469.00	1,469.00
SF 60'	-	1,215.93	1,667.02	1,567.00	1,567.00
SF 65'	-	1,215.93	1,719.15	1,616.00	1,616.00
Total	168				

Off-Roll Assessments (Platted Lots in Units 5) - Subject to platting verification

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<u>Age-Restricted</u>					
SF 45'	-	\$ 1,142.97	\$ -	\$ -	\$ -
SF 50'	61	1,142.97	1,469.00	1,469.00	1,469.00
SF 60'	41	1,142.97	1,567.00	1,567.00	1,567.00
Total	102				

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Three Rivers Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Nassau County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 20th day of July, 2023.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2023 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2023 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2023 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Three Rivers Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) previously adopted, after notice and public hearing, Resolutions 2019-29 and 2022-08, relating to the imposition, levy, collection, and enforcement of such special assessments (together the “**Master Assessment Resolution**”); and

WHEREAS, pursuant to and consistent with the terms of the Master Assessment Resolution, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted supplemental special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on June 29, 2023, the District entered into a Bond Purchase Agreement whereby it agreed to sell its Three Rivers Community Development District Special Assessment Refunding Bonds, Series 2023 (the “**Series 2023 Bonds**”) for the purpose of refunding a portion of the District’s outstanding Series 2021B Bonds (Assessment Area 3) and financing a portion of the 2023 Project (defined herein); and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution, the District desires to set forth the particular terms of the sale of the Series 2023 Bonds and confirm the liens for the special assessments securing the Series 2023 Bonds (“**Series 2023 Assessments**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and the Master Assessment Resolution.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:

(a) On May 19, 2022, the District, after due notice and public hearing, adopted the Master Assessment Resolution which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Master Engineer's Report*, dated August 27, 2019 and the *Supplemental Engineer's Report Series 2023 Bonds (Units 8, 10 and 15)*, dated February 6, 2023, which is attached to this Resolution as **Exhibit A** and approved by this Resolution ("**Supplemental Engineer's Report**") and, collectively with the Master Engineer's Report, the "**Engineer's Report**", identifies and describes the presently expected components of the infrastructure improvements, a portion of which are to be financed with the Series 2023 Bonds (the "**2023 Project**"). The District hereby confirms that the 2023 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2023 Bonds is hereby ratified.

(c) The *Final Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023*, dated June 29, 2023, attached to this Resolution as **Exhibit B**, and approved by this Resolution ("**Supplemental Assessment Report**"), applies the adopted *Master and Neighborhood Special Assessment Methodology Report*, dated February 7, 2019, as supplemented by the *First Amendment to the Master and Neighborhood Special Assessment Methodology Report*, dated March 29, 2022 ("**Master Assessment Report**"), to the 2023 Project and the actual terms of the Series 2023 Bonds. The Supplemental Assessment Report and Master Assessment Report are hereby approved, adopted, and confirmed. The District ratifies the use of such Reports in connection with the sale of the Series 2023 Bonds.

(d) The 2023 Project will specially benefit all of the developable acreage in the 2023 Assessment area, as defined herein and as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the 2023 Project financed with the Series 2023 Bonds to the specially benefitted properties within the District as set forth in the Master Assessment Resolution and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2023 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2023 BONDS. As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Series 2023 Bonds and the final amount of the lien of the Series 2023 Assessments securing such bonds. The Series 2023 Bonds in a par amount of \$15,020,000 shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2023 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2023 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2023 Assessments securing the Series 2023 Bonds, which includes those lots and lands set forth in the Series 2023 Assessment Roll included in the Supplemental Assessment Report, shall be the principal amount due on the Series 2023 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2023 ASSESSMENTS SECURING SERIES 2023 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2023 Assessments securing the Series 2023 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District’s Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2023 Bonds. The estimated costs of collection of the Series 2023 Assessments for the Series 2023 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2023 Assessments securing the Series 2023 Bonds includes those lots and lands set forth in the Series 2023 Assessment Roll included in the Supplemental Assessment Report (“**2023 Assessment Area**”), and as such land is ultimately defined and set forth in site plans, plats or other designations of developable acreage. To the extent that land is added to the District, the District may, by supplemental resolution at a regularly noticed meeting and without the need for public hearing, determine such land to be benefitted by the 2023 Project and reallocate the Series 2023 Assessments securing the Series 2023 Bonds in order to impose Series 2023 Assessments on the newly added and benefitted property.

(c) Taking into account any capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated September 1, 2019, and *Fourth Supplemental Trust Indenture*, dated July 1, 2023, the District shall begin annual collection of the Series 2023 Assessments for the Series 2023 Bonds debt service payments using the methods available to it by law.

(d) The District hereby certifies the Series 2023 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Nassau County and other Florida law. The District’s Board each year shall adopt a resolution addressing the manner in which the Series 2023 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2023 Assessments by any particular method – e.g., on

the tax roll or by direct bill – does not mean that such method will be used to collect Series 2023 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of the Master Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2023 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s Improvement Lien Book. The Series 2023 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a Notice of Series 2023 Assessments securing the Series 2023 Bonds in the Official Records of Nassau County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement the Master Resolution, which remains in full force and effect. This Resolution and the Master Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED and **ADOPTED**, this 20th day of July, 2023.

ATTEST:

**THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

- Exhibit A:** *Supplemental Engineer's Report Series 2023 Bonds (Units 8, 10 and 15), dated February 6, 2023*
- Exhibit B:** *Final Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023, dated June 29, 2023*
- Exhibit C:** Maturities and Coupon of Series 2023 Bonds
- Exhibit D:** Sources and Uses of Funds for Series 2023 Bonds
- Exhibit E:** Annual Debt Service Payment Due on Series 2023 Bonds

Exhibit A:

Supplemental Engineer's Report Series 2023 Bonds (Units 8, 10 and 15), dated February 6, 2023

SUPPLEMENTAL ENGINEER'S REPORT

Series 2023 Bonds

(Units 8, 10 and 15)

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Prepared for:

**BOARD OF SUPERVISORS
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

February 6, 2023

ENGLAND-THIMS & MILLER, INC.
14775 Old Saint Augustine Road
Jacksonville, Florida 32258
904-642-8900
(ETM No. 21-430)

INTRODUCTION

The Development

Tributary (FKA Three Rivers) is a 1,546-acre mixed-use master planned development (the "**Development**" or "**Tributary**") bounded by State Road 200 to the north, Edwards Road to the east, the Nassau River to the south and Boggy Creek to the west. A map identifying the general location of the Development is attached as Exhibit 1.

Tributary consisting of 1,546 acres is zoned as the Three Rivers Planned Unit Development ("**PUD**"), which was approved by Nassau County by Ordinance 2006-126 on August 28, 2006, and subsequently amended. Approved development within Tributary generally consists of single and multi-family residential, commercial, retail, office and various open space, recreational and park uses.

Three Rivers Community Development District

Tributary is contained entirely within the Three Rivers Community Development District ("**District**"), established by Ordinance 18-47, by the Board of County Commissioners in and for Nassau County, effective January 17, 2019. The District boundary is coextensive with the Development boundary. The District was established for financing and managing a portion of the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur.

Construction has been ongoing in Phase 1A (Units 1-6), along with the construction of one (1) collector road. The first section of Tributary Drive and Units 1, 2 and 3 are complete and accepted by regulatory agencies. Unit 4 is complete. Development activities for Unit 5 commenced in the second quarter of 2021 and is anticipated to be complete in the 2nd quarter of 2023. Unit 6 is complete.

Clearing activities in Units 8, 10 and 15, planned for 255 units and totaling 160 acres, is complete. Construction of Unit 8 is over 30% complete, and construction of Unit 10 is over 5% complete.

PURPOSE AND SCOPE OF IMPROVEMENTS

The District was established for financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District.

The District previously adopted that certain Master Engineer's Report dated February 5, 2019, which contains a description of the improvements anticipated to be funded, acquired, operated and/or maintained by the District ("**Capital Improvement Plan**" or "**CIP**").

This Supplemental Engineer's Report describes the portion of the Capital Improvement Plan to be financed through the issuance of Special Assessment Revenue Bonds, Series 2023 Bonds (Phase 1B: Units 8, 10 and 15) to provide the related costs necessary to complete additional portions of the CIP.

Specifically, the District proposes to design, install, construct and/or acquire public improvements associated with certain neighborhood infrastructure including stormwater management system, water, sewer and reuse systems and certain roadways specific to Units 8, 10 and 15 of the District, which improvements are as further described herein, ("**Series 2023 Project**"). The legal description of the assessment area associated with Units 8, 10 and 15 planned for 255 residential units (the "Series 2023 Assessment Area") is provided in Appendix A as Exhibit 2. The Series 2023 Assessment Area is depicted on Exhibit 3.

The currently proposed development program associated with Units 8, 10 and 15 is depicted in Table 1, below.

Table 1

Development Program		
Unit	Size	Number
8	50'	50
	60'	29
10	50'	58
	60'	64
15	70'	54
TOTAL		255

A summary of the cost for the Series 2023 Project is presented in Table 2, below for each of the proposed categories of improvements. The purpose of this Supplemental Engineer’s Report is to describe the portion of the Series 2023 Project improvements that will be financed through issuance of the Series 2023 Bonds..

Table 2

<u>Improvement Description</u>	Estimated Cost
Stormwater Management System	\$ 7,933,500
Roadway Improvements	\$ 4,428,000
Water, Sewer and Reuse Systems	\$ 6,088,500
SERIES 2023 PROJECT TOTAL	\$18,450,000

A description of the improvements that make up the Series 2023 Project follows.

STATUS OF CONSTRUCTION

The Developer is moving forward with significant improvements within the District.

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

**Table 3
Three Rivers CDD
Overall Construction Project Status & Permit Approvals**

Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	Nassau County DRC	FDEP Water & Sewer	FDOT
Master Roadway	100%	X	X	X	X	X
Master Drainage	98%	X	X	X	N/A	N/A
Entry Feature	100%	X	X	X	N/A	X
Community Park	60%	X	X	X	X	N/A
Neighborhood Pocket Parks	70%	N/A	X	X	N/A	N/A
Amenity Center	100%	X	X	X	X	N/A
Neighborhood 1	100%	X	X	X	X	N/A
Neighborhood 2	100%	X	X	X	X	N/A
Neighborhood 3	100%	X	X	X	X	N/A
Neighborhood 4	100%	X	X	X	X	N/A
Neighborhood 5	85%	X	X	X	X	N/A
Neighborhood 6	100%	X	X	X	X	N/A

X- Permit Issued
 N/A - Not applicable
 0 - Not submitted
 S - Submitted to the Agency for Approval

The following table outlines the current status of permitting within the Series 2023 Assessment Area which consists of Units 8, 10 and 15 planned for 255 residential units within the District.

**Table 4
Three Rivers CDD
Series 2023 Project Status & Permit Approvals**

Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	Nassau County DRC	FDEP Water & Sewer	FDOT
Neighborhood 8	Clearing	X	X	X	X	N/A
Neighborhood 10	Clearing	X	X	X	X	N/A
Neighborhood 15	Clearing	X	X	X	X	N/A

X- Permit Issued
 N/A - Not applicable
 0 - Not submitted
 S - Submitted to the Agency for Approval

STATUS OF CERTAIN CIP PROJECTS

Amenity Center – Complete.

Regional County Park – Phase 1 is permitted and under construction, and Phase 2 is 50% complete. Phase 3 is cleared and graded. The Master Plan Design for Phases 2 & 3 is complete, and construction will commence per terms of the Development Agreement with Nassau County.

Dog Park – Complete.

Offsite Utility Extension – The scope of improvements is currently in design. Permits will be applied for with respective agencies upon completion of design. Construction is anticipated to start upon receipt of all permits. Permitting is complete and the procurement process is underway.

Transportation Improvements – The scope of improvements associates with Estuary Way (North & South) are currently in engineering design. Construction is anticipated to commence upon receipt of all required permits and each project will be constructed in accordance with the Developer’s Final Development Plan (“FDP”).

OWNERSHIP & MAINTENANCE

The following is a brief summary of the anticipated ownership and maintenance responsibilities for the Series 2023 Project which consists of neighborhood infrastructure specific to Units 8, 10 and 15.

Table 5

Improvement Projects	Ownership	Maintenance Responsibility
Stormwater Management System	CDD	CDD
Roadway Improvements	CDD	CDD
Water, Sewer and Reuse System	JEA	JEA

BASIS FOR THE COST OPINION

The improvements contemplated in this Report are in final design. ETM prepared opinions of probable costs based on the intent and status of each element as defined at its current level of design and construction. Opinions of cost are based on our experience with similar projects and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and subconsultants such as land surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 10%.
- Construction administration expenses.

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

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

ENGINEER'S CERTIFICATION

In our opinion, the improvements' cost estimates are fair and reasonable and we have no reason to believe that the improvements described herein cannot be constructed and installed at such costs and in the construction time frames as described in this Report. The estimated probable construction costs were determined utilizing comparable unit prices within North Florida with a ten percent (10%) contingency. We expect that all improvements to be constructed can be completed on schedule.

I hereby certify that the foregoing is a true and correct copy of the Phase 1B Supplemental Engineer's Report.

Scott A. Wild, P.E.
Florida Registration No. 47030
England-Thims & Miller, Inc.

APPENDIX

Exhibit Number

- | | |
|---|---|
| 1 | Location Map |
| 2 | Series 2023 Assessment Area Legal Description |
| 3 | Series 2023 Assessment Area |
| 4 | Master Development Plan |



PLOTTED: February 11, 2022 - 9:25 AM, BY: Mark Jeter

I:\2021\21-131 LandDev\Design\Plots\Exhibits\21-223-PLATE-1.dwg



VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 REG - 2584 LC - 0000316

GENERAL LOCATION

**Three Rivers Community
 Development District**

ETM NO. 21-223

DRAWN BY: MAJ

DATE: 02/11/2022

EXHIBIT 1

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°32'55" EAST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 168.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4915 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
REG - 2584 LC - 0000316

**UNITS 8, 10 AND 15
LEGAL DESCRIPTION**

**Three Rivers Community
Development District**

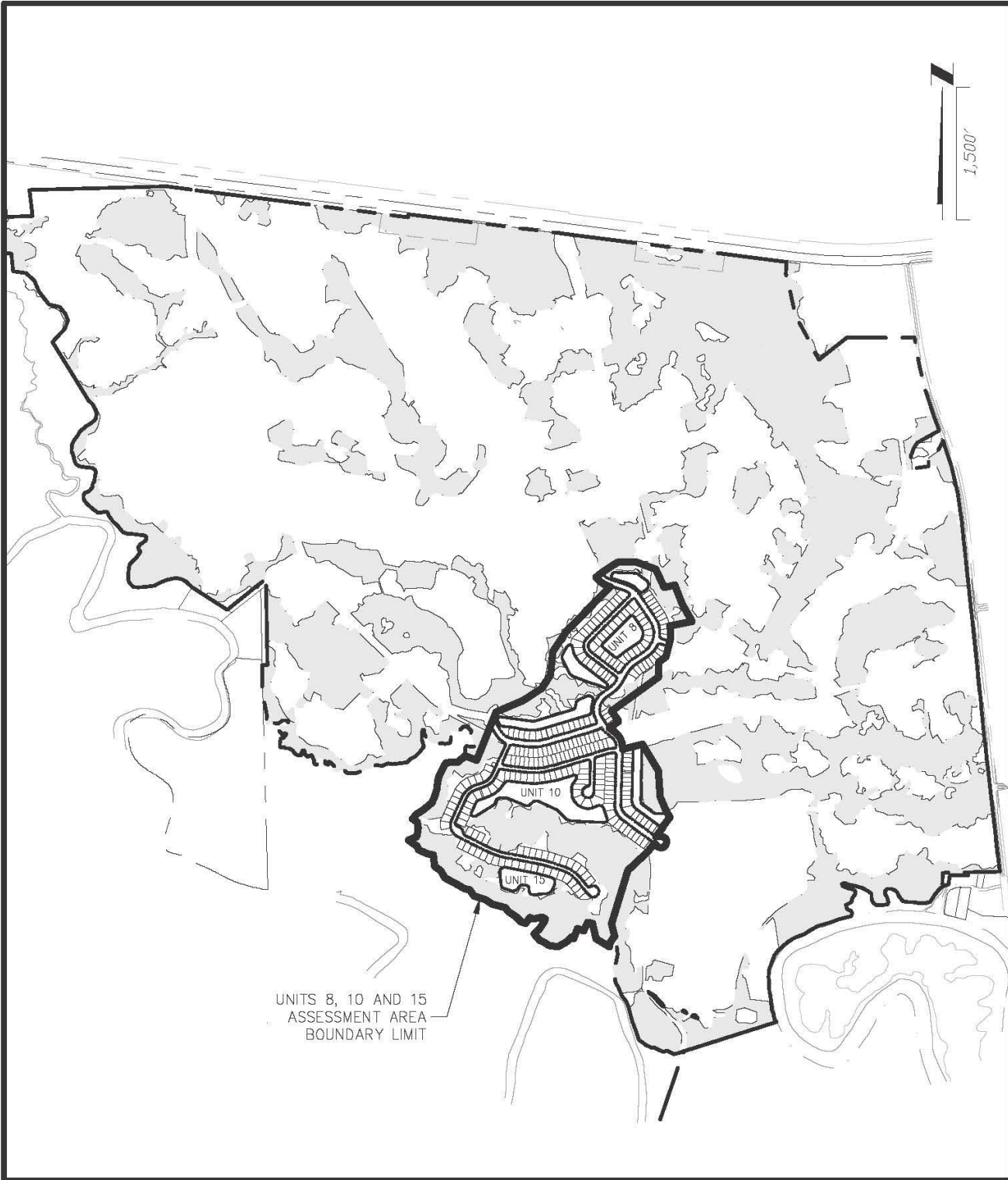
ETM NO. 21-223

DRAWN BY: MAJ

DATE: 02/11/2022

EXHIBIT 2

I:\2021\21-131\LandDev\Design\Plots\Exhibits\21-223-PLATE 2.dwg PLOTTED: February 11, 2022 - 9:27 AM, BY: Mark Jeter



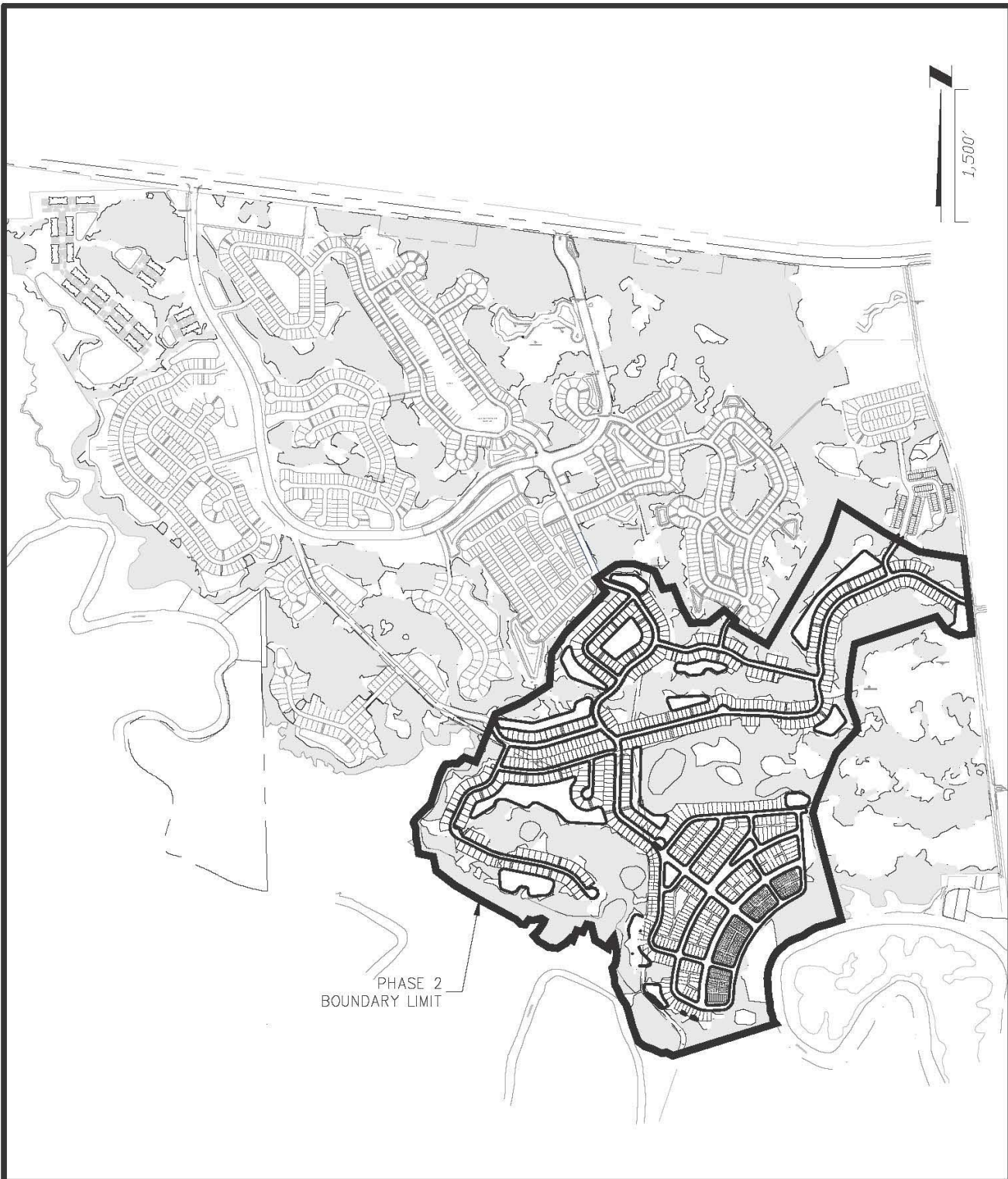
PLOTTED: February 11, 2022 - 9:24 AM, By: Mark Jeter
I:\2021\131\LandDev\Design\Plots\Exhibits\21-223-PLATE 3 revised.dwg

ETM
 VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 REG - 2584 LC - 0000316

**UNITS 8, 10 AND 15
 ASSESSMENT AREA**

**Three Rivers Community
 Development District**

ETM NO. 21-223
 DRAWN BY: MAJ
 DATE: 02/11/2022
 EXHIBIT 3



PLOTTED: February 11, 2022 - 9:38 AM, By: Mark Jeter

I:\2021\131 LandDev\Design\Plots\Exhibits\21-223-PLATE 4.dwg

ETM

VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
REG - 2584 LC - 0000316

MASTER DEVELOPMENT PLAN

**Three Rivers Community
Development District**

ETM NO. 21-223

DRAWN BY: MAJ

DATE: 02/11/2022

EXHIBIT 4

Exhibit B:

*Final Supplemental Special Assessment Methodology Report for the Special Assessment
Refunding Bonds, Series 2023, dated June 29, 2023*

Three Rivers

COMMUNITY DEVELOPMENT DISTRICT

Final Supplemental Special Assessment
Methodology Report for the Special Assessment Refunding
Bonds, Series 2023

June 29, 2023



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

Table of Contents

1.0	Introduction	
1.1	Purpose	1
1.2	Scope of the Series 2023 Supplemental Report	1
1.3	Special Benefits and General Benefits	1
1.4	Organization of the Series 2023 Supplemental Report	2
2.0	Development Program	
2.1	Overview	3
2.2	The Development Program	3
3.0	The Series 2023 Project	
3.1	Overview	3
3.2	Description of the Series 2023 Project and the South Assessment Area Project	3
4.0	Financing Program	
4.1	Overview	4
4.2	Types of Bonds Proposed	4
5.0	Assessment Methodology	
5.1	Overview	5
5.2	Benefit Allocation and Assessment Apportionment	5
5.3	Assigning Series 2023 Bond Assessments	7
5.4	Lienability Test: Special and Peculiar Benefit to the Property	7
5.5	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay	8
5.6	True-Up Mechanism	8
5.7	Assessment Roll	9
6.0	Additional Stipulations	
6.1	Overview	10
7.0	Appendix	
	Table 1	10
	Table 2	11
	Table 3	11
	Table 4	12
	Table 5	12
	Table 6	12
	Table 7	13

1.0 Introduction

1.1 Purpose

This Final Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023 (the "Series 2023 Supplemental Report") was developed to supplement the First Amendment to the Master and Neighborhood Special Assessment Methodology Report (the "Amended Master Report") dated March 29, 2022 as well as the South Assessment Area Final Supplemental Special Assessment Methodology Report dated August 12, 2021 (the "South Assessment Area Report"). This Series 2023 Supplemental Report was also developed to provide a supplemental financing plan and a supplemental special assessment methodology for Units 8, 10 and 15 (the "Units 8, 10 and 15") of the Phase 1B (the "Phase 1B" or "South Assessment Area") portion of the Three Rivers Community Development District (the "District"), located in unincorporated Nassau County, Florida, as related to both redeeming a portion of District's outstanding Special Assessment Bonds, Series 2021B (South Assessment Area) (the "Series 2021B Bonds") and funding a portion of the costs of public capital infrastructure improvements (the "Capital Improvement Plan") contemplated to be provided by the District for the Units 8, 10 and 15 (the "Series 2023 Project") with proceeds of its proposed Special Assessment Refunding Bonds, Series 2023 (the "Series 2023 Bonds"). As described by the Project Engineer (defined below), the public infrastructure improvements, which constitute the neighborhood infrastructure portions of the Capital Improvement Plan for Units 8, 10 and 15 and which are proposed to be funded in part with proceeds of the Series 2023 Bonds are referred to as the Series 2023 Project.

1.2 Scope of the Series 2023 Supplemental Report

This Series 2023 Supplemental Report presents the projections for financing a portion of the Series 2023 Project described in the Supplemental Engineer's Report Series 2023 Bonds (Units 8, 10 and 15) prepared by England-Thims & Miller, Inc. (the "Project Engineer") and dated February 6, 2023 (the "Third Supplemental Engineer's Report") as well as for partial redemption of the Series 2021B Bonds. This Series 2023 Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and financing of a portion of the Series 2023 Project and partial redemption of the Series 2021B Bonds to the residential lots projected to be developed within Units 8, 10 and 15.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Series 2023 Project, as well as those master infrastructure portions partially funded with proceeds of the Series 2021B Bonds (the "South Assessment Area Project") create special and peculiar benefits, different in kind and degree than general benefits, for properties within Units 8, 10 and 15, as well as general benefits to properties outside of Units

8, 10 and 15 and to the public at large. However, as discussed within this Series 2023 Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Units 8, 10 and 15, as the District's Series 2023 Project, as well as a portion of the South Assessment Area Project, enable properties within the boundaries of Units 8, 10 and 15 to be developed.

There is no doubt that the general public and owners of property outside of Units 8, 10 and 15 will benefit from the provision of the Series 2023 Project and a portion of the South Assessment Area Project. However, these benefits are only incidental since the Series 2023 Project and a portion of the South Assessment Area Project are designed solely to provide special benefits peculiar to property within Units 8, 10 and 15. Properties outside of Units 8, 10 and 15 are not directly served by the Series 2023 Project or that portion of the South Assessment Area Project specifically provided to Units 8, 10 and 15 and do not depend upon the Series 2023 Project or that portion of the South Assessment Area Project specifically provided to Units 8, 10 and 15 to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Units 8, 10 and 15 properties receive compared to those lying outside of the boundaries of Units 8, 10 and 15.

The Series 2023 Project, along with that portion of the South Assessment Area Project specifically provided to Units 8, 10 and 15 provide public infrastructure improvements which are all necessary in order to make the lands within Units 8, 10 and 15 developable and saleable. The installation of such public infrastructure improvements causes the value of the developable and saleable lands within Units 8, 10 and 15 to increase by more than the sum of the financed cost of the individual components of the Series 2023 Project or that portion of the South Assessment Area Project specifically provided to Units 8, 10 and 15. Even though the exact value of the benefits provided by the Series 2023 Project or that portion of the South Assessment Area Project specifically provided to Units 8, 10 and 15 is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Series 2023 Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Series 2023 Project as determined by the Project Engineer.

Section Four discusses the financing program for the Series 2023 Project and the partial redemption of the Series 2021B Bonds.

Section Five introduces the supplemental special assessment methodology for Units 8, 10 and 15.

2.0 Development Program

2.1 Overview

The land within the District consists of approximately 1,546 +/- acres and is projected to be developed as a master planned mixed-use community. The District is generally located south of State Road 200, north of Nassau River, east of Boggy Creek and west of Edwards Road.

2.2 The Development Program

The development of land within the District is anticipated to be conducted by Three Rivers Developers, LLC (the "Developer") and is projected to be conducted in multiple phases over a multi-year period. The development of Phase 1A, which is comprised of Units 1 – 6, currently planned to be developed with a total of 654 residential dwelling units, as well as Phase 1B, which is comprised of Units 8, 10, 12, 14 and 15, currently planned to be developed with a total of 722 residential dwelling units has already commenced. Units 8, 10 and 15 are projected to be developed with a total of 255 residential dwelling units, although unit numbers and land use types may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Units 8, 10 and 15.

3.0 The Series 2023 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the Project Engineer in the Third Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Description of the Series 2023 Project and the South Assessment Area Project

As described by the Project Engineer in the Third Supplemental Engineer's Report, as well as previously described in the South Assessment Area Report, the Capital Improvement Plan needed to serve the District is projected to consist of the Master Infrastructure, which is designed to provide benefit to all lands in the District and Neighborhood Infrastructure, which is designed to provide benefit to specific residential neighborhoods or units within the District.

With regard to the Phase 1B, the District funded a portion of the costs of the Master Infrastructure that supports the development of Phase 1B, which in addition to Units 8, 10 and 15 also includes Units 12 and 14, South Assessment Area Project, with proceeds of the Series 2021B Bonds issued in the initial aggregate principal amount of \$10,000,000. The South Assessment Area Project consisted of roadways, amenity center, regional

county park, dog park, school site, off-site utility extension, right-of way landscaping, and environmental, the total costs of which were estimated at \$16,047,000.

As the development plan envisions the development of Units 8, 10 and 15 commencing before that of Units 12 and 14, the Consulting Engineer developed his Third Supplemental Engineer's Report and estimated the costs of the Neighborhood Infrastructure necessary for the completion of public infrastructure improvements to support the development of Units 8, 10 and 15. These improvements, the Series 2023 Project, are projected to consist of stormwater management system, water, sewer and reuse systems and roadways and their total cost has been estimated by the Project Engineer at \$18,450,000. Table 2 in the *Appendix* illustrates the specific components as well as the estimated costs of the Series 2023 Project.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the continued development of lands within Units 8, 10 and 15. It is the District's intention to finance a portion of the Series 2023 Project construction/acquisition costs in the amount of \$9,467,293.10 with proceeds of its Series 2023 Bonds in the principal amount of \$15,020,000. The Series 2023 Bonds will additionally fund the costs of partial redemption of the Series 2021B Bonds in the amount of \$3,866,278.13.

As in addition to funding a partial redemption of the Series 2021B Bonds, the Series 2023 Bonds will finance only a portion of the costs of the Series 2023 Project, the District expects that the balance of the costs of the Series 2023 Project will be contributed by the Developer in the amount of \$8,982,706.90.

4.2 Types of Bonds Proposed

The supplemental financing plan for Units 8, 10 and 15 provides for the issuance of the Series 2023 Bonds in the principal amount of \$15,020,000 to finance construction/acquisition costs in the amount of \$9,467,293.10 together with associated costs of bonding. The Series 2023 Bonds are structured to be amortized in 30 annual installments following a 3-month capitalized interest period. Interest payments on the Series 2023 Bonds will be made every May 1 and November 1, and principal payments on the Series 2023 Bonds will be made every May 1.

In order to partially finance the costs of the Series 2023 Project and partially redeem the Series 2021B Bonds, the District needs to borrow more funds and incur indebtedness in the amount of \$15,020,000. The difference between the project and redemption costs and financing costs is comprised

of funding for the original issue discount, debt service reserves, capitalized interest, underwriter's discount and costs of issuance. The final sources and uses of funding for the Series 2023 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2023 Bonds provides the District with a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the Series 2023 Project outlined in *Section 3.2* herein and described in more detail by the Project Engineer in the Third Supplemental Engineer's Report and to partially redeem the Series 2021B Bonds which partially funded the South Assessment Area Project as described in more detail in *Section 3.2* herein and described in more detail in the South Assessment Area Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of Units 8, 10 and 15 and general benefits accruing to areas outside of Units 8, 10 and 15 and being only incidental in nature. The debt incurred in financing the public infrastructure improvements will be paid off by assessing properties that derive special and peculiar benefits from the Series 2023 Project and the partial redemption of the Series 2021B Bonds. All properties within Units 8, 10 and 15 that receive special benefits from the Series 2023 Project and also from the partial redemption of the Series 2021B Bonds will be assessed for their fair share of the debt issued in order to finance the Series 2023 Project and the partial redemption of the Series 2021B Bonds.

5.2 Benefit Allocation and Assessment Apportionment

The public infrastructure improvements included in the Series 2023 Project, which represent the Neighborhood Infrastructure necessary for the development of land within Units 8, 10 and 15, and in the Units 8, 10 and 15 portion of the South Assessment Area Project, which represent the Master Infrastructure necessary for the development of land within Units 8, 10 and 15, will comprise an interrelated system of improvements. This means that the sum of these improvements will serve all properties within Units 8, 10 and 15 and that improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits.

The public infrastructure improvements included in the Series 2023 Project and included in the South Assessment Area Project have a logical connection to the special and peculiar benefits received by the land within 8, 10 and 15, as without such improvements, the development of the properties within Units 8, 10 and 15 would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Units 8, 10 and 15, the District can assign or allocate a portion of the District's debt through the imposition of non-ad

valorem assessments, to assessable land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

In accordance with the methodology for the allocation of benefit of Neighborhood Infrastructure developed in the Amended Master Report, the benefit of the public infrastructure improvements included in the Series 2023 Project is proposed to be allocated to the residential land use types proposed to be developed within Units 8, 10 and 15 as illustrated in Table 4 in the *Appendix*. The rationale behind the apportioned is supported by the fact that generally and on average smaller units and more densely developed units will use and benefit from the Series 2023 Project less than larger units and less densely developed units, as for instance, generally and on average, smaller units and more densely developed produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units and less densely developed units. Additionally, the value of larger units and less densely developed units is likely to appreciate by more in terms of dollars than that of the smaller units and more densely developed units as a result of the implementation of the Series 2023 Project.

In order to facilitate the marketing of the residential units representing various residential land use types within Units 8, 10 and 15, the Developer requested that the District not sell bonds to fund the entire costs of the Series 2023 Project and instead limit the amounts of annual assessments for debt service on the Series 2023 Bonds to certain maximum levels. To that end, Table 5 in the *Appendix* illustrates the allocation of the benefit of the Series 2023 Project reflected in terms of costs allocated in accordance with ERU method illustrated in Table 4, allocation of the costs projected to be contributed by the Developer, and allocations of the costs projected to be funded with proceeds of Series 2023 Bonds. That portion of the Series 2023 Project that is not funded by the Series 2023 Bonds will be funded by the Developer pursuant to a completion agreement.

Since the District previously funded a portion of the South Assessment Area Project with proceeds of the Series 2021B Bonds, the District will redeem these portion of the Series 2021B Bonds which constitute a lien on the 255 residential dwelling units proposed to be developed within Units 8, 10 and 15, and Table 6 in the *Appendix* illustrates the amounts of the Series 2021B Bonds applicable to the various residential land use types within Units 8, 10 and 15.

After recognition of the Developer contributions and derivation of the amounts of the Series 2023 Project projected to be financed with proceeds of the Series 2023 Bonds illustrated in Table 5, Table 7 in the *Appendix* illustrates the apportionment of the special assessments associated with the Series 2023 Bonds (the "Series 2023 Bond Assessments").

5.3 Assigning Series 2023 Bond Assessments

As the land in the Units 8, 10 and 15 is not yet platted for its intended final use and the precise location of the different residential land use types by lot or parcel is unknown, the Series 2023 Bond Assessments will initially be levied on all of the land within Units 8, 10 and 15 on an equal per gross acre basis. According to the Third Supplemental Engineer's Report, the area identified as Units 8, 10 and 15 has a combined total area of 160 +/- acres and thus the Series 2023 Bond Assessments in the amount of \$15,020,000 will be preliminary levied on 160 +/- acres at the rate of \$93,875.

When the land within Units 8,10 and 15 is platted, the Series 2023 Bond Assessments will be allocated to each platted residential dwelling unit parcel on a first platted-first assigned basis as reflected in Table 7 in the *Appendix*. Such allocation of the Series 2023 Bond Assessments from unplatted gross acres will reduce the amount of the Series 2023 Bond Assessments levied on unplatted gross acres within Units 8, 10 and 15.

Further, to the extent that any parcel of land within Units 8, 10 and 15 which has not been platted is sold to another developer or builder, the Series 2023 Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amounts of Series 2023 Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3, Special Benefits and General Benefits*, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within Units 8, 10 and 15. Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the assessable property within Units 8, 10 and 15. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the Series 2023 Project as well as those which are part of the South Assessment Area Project make the land in Units 8, 10 and 15 developable and saleable and when implemented jointly as parts of the Series 2023 Project and the South Assessment Area Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such

benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public infrastructure improvements which are part of the Series 2023 Project is delineated in Table 4 in the *Appendix* and a reasonable estimate of the proportion of special and peculiar benefits received from the public infrastructure improvements which are part of the South Assessment Area Project is delineated in Table 6 in the *Appendix*

The determination has been made that the duty to pay the non-ad valorem special assessments, including the Series 2023 Bond Assessments, is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Capital Improvement Plan, including the Series 2023 Project and the South Assessment Area Project (and the corresponding responsibility to pay the Series 2023 Bond Assessments) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided to each land use.

Accordingly, no acre or parcel of assessable property within Units 8, 10 and 15 will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs, it is possible that the number of and types of units of a particular land use may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Series 2023 Bond Assessments on a per unit basis never exceed the initially allocated assessments as illustrated in Table 7 in the *Appendix*. If such changes occur, the Methodology is applied to the land based on the number of and type of units of particular residential land use types within each and every parcel.

As the land in Units 8, 10 and 15 is platted, the Series 2023 Bond Assessments are assigned to platted parcels based on the figures in Table 7 in the *Appendix*. If as a result of platting, the Series 2023 Bond Assessments for land that remains unplatted remains equal to the figures in Table 7, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Series 2023 Bond Assessments to the platted parcels, the Series 2023 Bond Assessments

for land that remains unplatted equals less than the figures in Table 7 (either as a result of a larger number of units, different units or both), then the Series 2023 Bond Assessments for all parcels within Units 8, 10 and 15 will be lowered if that state persists at the conclusion of platting of all land within Units 8, 10 and 15.

If, in contrast, as a result of platting and apportionment of the Series 2023 Bond Assessments to the platted parcels within Units 8, 10 and 15, the Series 2023 Bond Assessments for land that remains unplatted equals more than the figures in Table 7 (either as a result of a smaller number of units, different units or both), taking into account any future development plans for the unplatted lands – in the District’s sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Series 2023 Bond Assessments plus accrued interest will be collected from the owner(s) of the property which platting caused the increase of assessment to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the owner(s) of the property, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Series 2023 Bond Assessments per unit and the Series 2023 Bond Assessments illustrated in Table 7 plus accrued interest to the next succeeding interest payment date on the Series 2023 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

In addition to platting of property within Units 8, 10 and 15, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2023 Bond Assessments for land that remains unplatted within Units 8, 10 and 15 remain equal to the figures illustrated in Table 7. The test will be based upon the development rights as signified by the number of and types of land uses associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of the Series 2023 Bond Assessments transferred at sale.

Note that, in the event that the Series 2023 Project is not completed, certain contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Series 2023 Bond Assessments.

5.7 Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Series 2023 Bond Assessments in the amount of \$15,020,000 (principal amount only, excludes interest, costs of collection and early payment

discount allowance) are proposed to be levied uniformly over the area described in Exhibit “A”.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Series 2023 Bonds structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Three Rivers

Community Development District

Development Plan for Units 8, 10 and 15

Residential Land Use	Unit 8 Number of Units	Unit 10 Number of Units	Unit 15 Number of Units	Total Number of Units
SF 50'	50	58	0	108
SF 60'	29	64	0	93
SF 70'	0	0	54	54
Total	79	122	54	255

Table 2

Three Rivers

Community Development District

Estimated Costs of the Series 2023 Project

Improvement Category	Total Infrastructure Cost
Neighborhood Infrastructure	
Stormwater Management System	\$7,933,500
Roadway Improvements	\$4,428,000
Water, Sewer and Reuse Systems	\$6,088,500
Total	\$18,450,000

Table 3

Three Rivers

Community Development District

Final Sources and Uses of Funds: Series 2023 Bonds

Sources

Bond Proceeds:

Par Amount	\$15,020,000.00
Original Issue Discount	-\$93,894.80
	\$14,926,105.20

Other Sources of Funds:

Liquidation of DSRF Account	\$176,906.25
-----------------------------	--------------

Total Sources	\$15,103,011.45
----------------------	------------------------

Uses

Project Fund Deposits:

Project Fund	\$9,467,293.10
--------------	----------------

Refunding Escrow Deposits:

Cash Deposit	\$3,866,278.13
--------------	----------------

Other Fund Deposits:

Debt Service Reserve Fund	\$1,039,492.50
Capitalized Interest Fund	\$223,865.22

Delivery Date Expenses:

Costs of Issuance	\$205,682.50
Underwriter's Discount	\$300,400.00

Total Uses	\$15,103,011.45
-------------------	------------------------

Table 4

Three Rivers

Community Development District

Neighborhood Infrastructure Benefit Allocation

Residential Land Use	Total Number of Units	ERU per Unit	Total ERU
SF 50'	108	1.00	108.00
SF 60'	93	1.20	111.60
SF 70'	54	1.40	75.60
Total	255		295.20

Table 5

Three Rivers

Community Development District

Series 2023 Project (Neighborhood Infrastructure) Cost Allocation

Residential Land Use	Total Number of Units	Series 2023 Project Cost Allocation	Series 2023 Project Costs Funded with Developer Contributions	Series 2023 Project Costs Funded with Series 2023 Bonds
SF 50'	108	\$6,750,000.00	\$3,286,356.18	\$3,463,643.82
SF 60'	93	\$6,975,000.00	\$3,395,901.39	\$3,579,098.61
SF 70'	54	\$4,725,000.00	\$2,300,449.33	\$2,424,550.67
Total	255	\$18,450,000.00	\$8,982,706.90	\$9,467,293.10

Table 6

Three Rivers

Community Development District

Partial Redemption of Series 2021B (South Assessment Area) Bonds Allocation

Residential Land Use	Total Number of Units	Series 2021B Bonds per Unit	Total Series 2021B Bonds	Partial Redemption of Series 2021B Bonds
SF 50'	108	\$12,953.37	\$1,398,963.96	\$1,414,491.70
SF 60'	93	\$15,544.04	\$1,445,595.72	\$1,461,641.04
SF 70'	54	\$18,134.74	\$979,275.96	\$990,145.39
SF 60'	255		\$3,823,835.64	\$3,866,278.13

Table 7

Three Rivers

Community Development District

Series 2023 Bond Assessments Apportionment

Residential Land Use	Total Number of Units	Series 2023 Project Costs Funded with Series 2023 Bonds	Total Series 2023 Bond Assessments Apportionment	Series 2023 Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit*
SF 50'	108	\$3,463,643.82	\$5,495,121.95	\$50,880.76	\$3,786.36
SF 60'	93	\$3,579,098.61	\$5,678,292.68	\$61,056.91	\$4,543.63
SF 70'	54	\$2,424,550.67	\$3,846,585.37	\$71,233.06	\$5,300.91
Total	255	\$9,467,293.10	\$15,020,000.00		

* Includes costs of collection and early payment discount allowance

Exhibit "A"

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 14°32'55" EAST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 168.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT ``B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4915 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT ``A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT ``A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.

Exhibit C:
Maturities and Coupon of Series 2023 Bonds

<i>Bond Component</i>	<i>Maturity Date</i>	<i>CUSIP</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Premium (-Discount)</i>
Term Bond due 2033:							
	05/01/2024		210,000	4.850%	4.900%	99.608	-823.20
	05/01/2025		220,000	4.850%	4.900%	99.608	-862.40
	05/01/2026		235,000	4.850%	4.900%	99.608	-921.20
	05/01/2027		245,000	4.850%	4.900%	99.608	-960.40
	05/01/2028		255,000	4.850%	4.900%	99.608	-999.60
	05/01/2029		270,000	4.850%	4.900%	99.608	-1,058.40
	05/01/2030		285,000	4.850%	4.900%	99.608	-1,117.20
	05/01/2031		295,000	4.850%	4.900%	99.608	-1,156.40
	05/01/2032		310,000	4.850%	4.900%	99.608	-1,215.20
	05/01/2033	88563M AH8	<u>325,000</u>	4.850%	4.900%	99.608	<u>-1,274.00</u>
			2,650,000				-10,388.00
Term Bond due 2043:							
	05/01/2034		345,000	5.550%	5.600%	99.397	-2,080.35
	05/01/2035		365,000	5.550%	5.600%	99.397	-2,200.95
	05/01/2036		385,000	5.550%	5.600%	99.397	-2,321.55
	05/01/2037		405,000	5.550%	5.600%	99.397	-2,442.15
	05/01/2038		430,000	5.550%	5.600%	99.397	-2,592.90
	05/01/2039		455,000	5.550%	5.600%	99.397	-2,743.65
	05/01/2040		480,000	5.550%	5.600%	99.397	-2,894.40
	05/01/2041		510,000	5.550%	5.600%	99.397	-3,075.30
	05/01/2042		535,000	5.550%	5.600%	99.397	-3,226.05
	05/01/2043	88563M AJ4	<u>570,000</u>	5.550%	5.600%	99.397	<u>-3,437.10</u>
			4,480,000				-27,014.40
Term Bond due 2053:							
	05/01/2044		600,000	5.750%	5.800%	99.284	-4,296.00
	05/01/2045		635,000	5.750%	5.800%	99.284	-4,546.60
	05/01/2046		675,000	5.750%	5.800%	99.284	-4,833.00
	05/01/2047		715,000	5.750%	5.800%	99.284	-5,119.40
	05/01/2048		755,000	5.750%	5.800%	99.284	-5,405.80
	05/01/2049		800,000	5.750%	5.800%	99.284	-5,728.00
	05/01/2050		850,000	5.750%	5.800%	99.284	-6,086.00
	05/01/2051		900,000	5.750%	5.800%	99.284	-6,444.00
	05/01/2052		950,000	5.750%	5.800%	99.284	-6,802.00
	05/01/2053	88563M AK1	<u>1,010,000</u>	5.750%	5.800%	99.284	<u>-7,231.60</u>
			7,890,000				-56,492.40
			15,020,000				-93,894.80

Exhibit D:
Sources and Uses of Funds for Series 2023 Bonds

**Three Rivers Community Development District
(Nassau County, Florida)
Special Assessment Refunding Bonds, Series 2023
Pricing Date: June 28, 2023
FINAL PRICING NUMBERS**

Dated Date 07/24/2023
Delivery Date 07/24/2023

Sources:

Bond Proceeds:	
Par Amount	15,020,000.00
Original Issue Discount	-93,894.80
	14,926,105.20
Other Sources of Funds:	
Liquidation of DSRF Account	176,906.25
	15,103,011.45

Uses:

Project Fund Deposits:	
Project Fund	9,467,293.10
Refunding Escrow Deposits:	
Cash Deposit	3,866,278.13
Other Fund Deposits:	
Debt Service Reserve Fund @ MADS	1,039,492.50
Capitalized Interest Fund thru 11/1/2023	223,865.22
	1,263,357.72
Delivery Date Expenses:	
Cost of Issuance	205,682.50
Underwriter's Discount	300,400.00
	506,082.50
	15,103,011.45

Exhibit E:
Annual Debt Service Payment Due on Series 2023 Bonds

<i>Date</i>	<i>Debt Service</i>	<i>Debt Service Total Reserve Fund @ MADS</i>	<i>Capitalized Interest Fund thru 11/1/2023</i>	<i>Net Debt Service</i>
11/01/2023	223,865.22		223,865.22	
05/01/2024	625,420.00			625,420.00
11/01/2024	410,327.50			410,327.50
05/01/2025	630,327.50			630,327.50
11/01/2025	404,992.50			404,992.50
05/01/2026	639,992.50			639,992.50
11/01/2026	399,293.75			399,293.75
05/01/2027	644,293.75			644,293.75
11/01/2027	393,352.50			393,352.50
05/01/2028	648,352.50			648,352.50
11/01/2028	387,168.75			387,168.75
05/01/2029	657,168.75			657,168.75
11/01/2029	380,621.25			380,621.25
05/01/2030	665,621.25			665,621.25
11/01/2030	373,710.00			373,710.00
05/01/2031	668,710.00			668,710.00
11/01/2031	366,556.25			366,556.25
05/01/2032	676,556.25			676,556.25
11/01/2032	359,038.75			359,038.75
05/01/2033	684,038.75			684,038.75
11/01/2033	351,157.50			351,157.50
05/01/2034	696,157.50			696,157.50
11/01/2034	341,583.75			341,583.75
05/01/2035	706,583.75			706,583.75
11/01/2035	331,455.00			331,455.00
05/01/2036	716,455.00			716,455.00
11/01/2036	320,771.25			320,771.25
05/01/2037	725,771.25			725,771.25
11/01/2037	309,532.50			309,532.50
05/01/2038	739,532.50			739,532.50
11/01/2038	297,600.00			297,600.00
05/01/2039	752,600.00			752,600.00
11/01/2039	284,973.75			284,973.75
05/01/2040	764,973.75			764,973.75
11/01/2040	271,653.75			271,653.75
05/01/2041	781,653.75			781,653.75
11/01/2041	257,501.25			257,501.25
05/01/2042	792,501.25			792,501.25
11/01/2042	242,655.00			242,655.00
05/01/2043	812,655.00			812,655.00
11/01/2043	226,837.50			226,837.50
05/01/2044	826,837.50			826,837.50
11/01/2044	209,587.50			209,587.50
05/01/2045	844,587.50			844,587.50
11/01/2045	191,331.25			191,331.25
05/01/2046	866,331.25			866,331.25
11/01/2046	171,925.00			171,925.00
05/01/2047	886,925.00			886,925.00
11/01/2047	151,368.75			151,368.75
05/01/2048	906,368.75			906,368.75
11/01/2048	129,662.50			129,662.50
05/01/2049	929,662.50			929,662.50
11/01/2049	106,662.50			106,662.50
05/01/2050	956,662.50			956,662.50
11/01/2050	82,225.00			82,225.00
05/01/2051	982,225.00			982,225.00
11/01/2051	56,350.00			56,350.00
05/01/2052	1,006,350.00			1,006,350.00
11/01/2052	29,037.50			29,037.50
05/01/2053	1,039,037.50	1,039,492.50		-455.00
	31,337,150.22	1,039,492.50	223,865.22	30,073,792.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7A

AGREEMENT BY AND BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AND THREE RIVERS DEVELOPERS, LLC, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY FOR THE 2023 PROJECT

THIS AGREEMENT is made and entered into this ____ day of July, 2023, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Nassau County, Florida, with a mailing address of is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company, and the majority landowner within the boundaries of the District, with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Landowner**,” and collectively with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Nassau County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Landowner is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District, as described in **Exhibit A (“Landowner Lands”)**, which is attached hereto and incorporated herein by reference; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Master Engineer’s Report*, dated August 27, 2019 (“**Master Engineer’s Report**,” and the plan described therein, the “**Capital Improvement Program**”); and

WHEREAS, the total cost of the Capital Improvement Program is estimated to be approximately \$133,936,000; and

WHEREAS, a Final Judgment was issued on April 15, 2019, validating the authority of the District to issue up to \$179,515,000 in aggregate principal amount of Three Rivers Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District has identified a portion of the design, construction, or acquisition of certain infrastructure improvements described in the Capital Improvement Program, as more

specifically described in that certain *Supplemental Engineer's Report Series 2023 Bonds (Units 8, 10 and 15)*, dated February 6, 2023 (“**Supplemental Engineer's Report**” and the project described therein, in the estimated amount of \$18,450,000, the “**Series 2023 Project**”), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the District is presently in the process of issuing \$15,020,000.00 of Three Rivers Community Development District (Nassau County, Florida) Special Assessment Refunding Bonds, Series 2023 (“**Series 2023 Bonds**”) to refund a portion of the District's outstanding Series 2021B Bonds (South Assessment Area) and finance a portion of the the Series 2023 Project ; and

WHEREAS, the 2003 Project will be completed over the area known as Units 8, 10 and 15 (the “**2023 Assessment Area**,”) as defined in the District's *Master and Neighborhood Special Assessment Methodology Report*, dated February 7, 2019, as supplemented by the *First Amendment to the Master and Neighborhood Special Assessment Methodology Report*, dated March 29, 2022, and the *Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023*, dated February 16, 2023 (together, “**Assessment Report**”) and the Supplemental Engineer's Report, which includes the improvements for the Series 2023 Project, comprised of a total of approximately two hundred fifty-five (255) single-family residential units, at a total estimated cost of \$18,450,000; and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development comprising components of the Series 2023 Project (“**Work Product**”); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Series 2023 Project described in the Series 2023 Engineer's Report until such time as the District has closed on the sale of its Series 2023 Bonds, a portion of the proceeds of which will be utilized as payment for the Work Product and the Series 2023 Project contemplated by this Agreement; and

WHEREAS, the District and Landowner have entered into that certain Completion Agreement dated of even date herewith regarding the completion and funding of the Series 2023 Project; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Series 2023 Project, which delay would also delay the Landowner from implementing its planned development program, the Landowner will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the Series 2023 Project, and the real property

sufficient to allow the District to own, operate, maintain, construct, or install the Series 2023 Project (“**Real Property**”), if any such conveyances are appropriate, upon the terms and conditions contained herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date(s) as the Parties may jointly agree upon (“**Acquisition Date(s)**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. ACQUISITION OF WORK PRODUCT. The District agrees to pay the actual reasonable cost incurred by the Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product acquired with proceeds from the Series 2023 Bonds. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s bond trustee. In the event that the Landowner disputes the District Engineer’s opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the District’s bond trustee. The foregoing engineering review process shall hereinafter be referred to as the “**Review Process**.” The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of public improvements for the Series 2023 Project.

A. The Landowner agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third-party engineer selected pursuant to this Section, and approved by the Board pursuant to and as set forth in this Agreement.

B. Except as otherwise provided for in this Agreement, the Landowner agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Landowner in and to the Work Product, including any and all

copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Landowner. To the extent determined necessary by the District, the Landowner shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Series 2023 Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

- C. Notwithstanding anything to the contrary contained herein: (i) Landowner's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Landowner shall not be held liable for the Work Product or any defect therein and (ii) Landowner reserves an irrevocable and perpetual license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement. The District shall otherwise be solely responsible for its use, operation, and maintenance of the Work Product (as applicable).
- D. The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Landowner that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Series 2023 Engineer's Report.
- E. The District hereby grants to Landowner, and Landowner hereby reserves, access to and the right to use the Work Product for any and all purposes including without limitation the right to sue upon, make claims under and upon and exercise all its rights and remedies thereunder, without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product or exercise of the rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost or expense. Moreover, the Landowner agrees not to knowingly exercise any rights provided for in this Subsection E in a manner that is materially adverse to the District's interests.

4. ACQUISITION OF THE SERIES 2023 PROJECT. The Landowner owns certain improvements associated with the Series 2023 Project. The District agrees to acquire those portions of the Series 2023 Project which were undertaken by the Landowner prior to the issuance

of the District's Series 2023 Bonds. When a portion of the Series 2023 Project is completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the Series 2023 Project as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other releases or documentation as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the Series 2023 Project to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the Series 2023 Project contemplated by the Series 2023 Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 3 above. The District's Manager ("**District Manager**") shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental body, then the Landowner agrees to reasonably cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any portion of the Series 2023 Project conveyed pursuant to this Agreement.

5. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Landowner agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the Board together with a metes and bounds or other description, the lands (or less interest therein) upon which the Series 2023 Project is constructed or which are necessary for the operation and maintenance of, and access to the Series 2023 Project. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Series

2023 Project is constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the Series 2023 Project and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Series 2023 Project) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the Series 2023 Project is constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Series 2023 Project is constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Landowner shall provide, at its expense, an owner's title insurance policy or a title report in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, Landowner shall have the right but not the obligation to cure such defects at no expense to the District, failing which the District shall have the right to not acquire such interest.

- B. Boundary or Other Adjustments. Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

6. TAXES, ASSESSMENTS, AND COSTS.

- A. Taxes, assessments and costs resulting from Agreement. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Landowner's property or property interest. As to any parcel of Real Property conveyed by Landowner pursuant to this Agreement, the potential obligations of the Landowner to pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the

foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement

- B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2023, the Landowner shall escrow the pro-rata amount of taxes due for the tax bill payable in November 2023. If any additional taxes are imposed on the District's property for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.
 2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which actually accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. DEFAULT. A default by either Party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance. In no event shall either of the Parties be liable for punitive or consequential damages.

8. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

9. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

10. AMENDMENTS. 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 Parties hereto.

11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties. The Parties have complied with all the requirements of law. The Parties have full power and authority to comply with the terms and provisions of this instrument.

12. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Three Rivers Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Michael C. Taylor

With a copy to: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Patricia Nolan

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 Notice on behalf of the Parties. Any Parties 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 and addressees set forth in this Agreement.

13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All 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 are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, 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 entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; 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 and their respective representatives, successors, and assigns.

15. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

16. 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. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

17. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

18. TERMINATION. This Agreement may be terminated by the District or the Landowner without penalty in the event that the District does not issue its proposed Series 2023 Bonds.

19. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

21. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 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.

22. 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.

23. 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]

[SIGNATURE PAGE: ACQUISITION AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Liam O'Reilly
Chairman, Board of Supervisors

WITNESS:

THREE RIVERS DEVELOPERS, LLC,
a Delaware limited liability company

Print Name: _____

Michael C. Taylor
Vice President

- Exhibit A:** Landowner Lands
- Exhibit B:** Supplemental Engineer's Report

Exhibit A Landowner Lands

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°32'55" WEST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 188.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4916 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7B

**AGREEMENT BY AND BETWEEN THE THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT AND THREE RIVERS DEVELOPERS, LLC,
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

THIS AGREEMENT is made and entered into this ____ day of July, 2023, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company, and the majority landowner within the boundaries of the District, with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Landowner**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Nassau County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining of public infrastructure; and

WHEREAS, the Landowner is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District as described in **Exhibit A** (“**Landowner Lands**”), which is attached hereto and incorporated herein by this reference; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Master Engineer’s Report*, dated August 27, 2019 (“**Master Engineer’s Report**,” and the plan described therein, the “**Capital Improvement Program**”); and

WHEREAS, the total cost of the Capital Improvement Program is estimated to be approximately \$133,936,000; and

WHEREAS, a Final Judgment was issued on April 15, 2019, validating the authority of the District to issue up to \$179,515,000 in aggregate principal amount of Three Rivers Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District has identified a portion of the design, construction, or acquisition of certain infrastructure improvements described in the Capital Improvement Program, as more specifically described in that certain *Supplemental Engineer's Report Series 2023 Bonds (Units 8, 10 and 15)*, dated February 6, 2023 ("**Supplemental Engineer's Report**" and the project described therein, in the estimated amount of \$18,450,000, the "**Series 2023 Project**"), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the District is presently in the process of issuing \$15,020,000.00 of Three Rivers Community Development District (Nassau County, Florida) Special Assessment Refunding Bonds, Series 2023 ("**Series 2023 Bonds**") to refund a portion of the District's outstanding Series 2021B Bonds (South Assessment Area) and finance a portion of the Series 2023 Project; and

WHEREAS, the Series 2023 Project will be completed generally over the area known as Units 8, 10, and 15 (the "**2023 Assessment Area**"), as defined in the District's *Master and Neighborhood Special Assessment Methodology Report*, dated February 7, 2019, as supplemented by the *First Amendment to the Master and Neighborhood Special Assessment Methodology Report*, dated March 29, 2022, and the *Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023*, dated February 16, 2023 (together, "**Assessment Report**") as well as the Supplemental Engineer's Report, which describes the improvements for the 2023 Assessment Area and provides an estimated cost of \$18,450,000; and

WHEREAS, in order to ensure that the Series 2023 Project is completed and funding is available in a timely manner to provide for completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Series 2023 Project over and above the Series 2023 Bonds, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated herein by this reference as a material part of this Agreement.

2. COMPLETION OF SERIES 2023 PROJECT. The Landowner and District agree and acknowledge that the District's proposed Series 2023 Bonds will provide only a portion of the funds necessary to complete the Series 2023 Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Series 2023 Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Project**") whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and Landowner

hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Landowner may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Future Bonds – The parties agree that any funds provided by Landowner to fund the Remaining Project may be later payable from, and the District's acquisition of the Remaining Project may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2023 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2023 Bonds – to provide funds for any portion of the Remaining Project. The Landowner shall be required to meet its obligations hereunder and complete the Series 2023 Project regardless whether the District issues any future bonds (other than the Series 2023 Bonds) or otherwise pays the Landowner for any of the Remaining Project. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Landowner for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Series 2023 Project may change from that described in the Supplemental Engineer's Report, depending upon final design of the Development, permitting or other regulatory requirements over time, or other factors.

Material changes to the Series 2023 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2023 Project shall require the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the bonds then outstanding; however such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the Series 2023 Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the Supplemental Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2023 Bonds and use of the proceeds thereof to fund a portion of the Series 2023 Project, and (b) the scope, configuration, size and/or composition of the Series 2023 Project not materially changing without the consent of the Landowner; however, such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the Series 2023 Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the Series 2023 Project in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to such material change without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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 (excluding punitive, special or consequential damages) and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Three Rivers Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Michael C. Taylor

With a copy to: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Patricia Nolan

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 Notice 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 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 and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, 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 District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; 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 District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2023 Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided that such consent shall not be unreasonably withheld by the District in the event of a sale of the majority of the 2023 Assessment Area Lands then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 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.

17. 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.

18. 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.

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

[Signature pages follow]

[SIGNATURE PAGE: COMPLETION AGREEMENT]

IN WITNESS WHEREOF, the parties execute this Completion Agreement the day and year first written above.

Attest:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Liam O'Reilly
Chairman, Board of Supervisors

THREE RIVERS DEVELOPERS, LLC,
a Delaware limited liability company

WITNESSES:

Print Name: _____

Michael C. Taylor
Vice President

Print Name: _____

- Exhibit A:** Landowner Lands
- Exhibit B:** Supplemental Engineer's Report

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7C

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

(This space reserved for Clerk)

Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (“**Assignment**”) is made and entered into this ____ day of July, 2023, by:

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company, and the majority landowner within the boundaries of the District, with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Landowner**” or “**Assignor**”), and is in favor of

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Nassau County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is the owner of certain lands in Nassau County, Florida, located within the boundaries of the District, which lands include property that make up Units 8, 10, and 15, which together constitutes the assessment area for the allocation of the Assessments (hereinafter defined) securing the Series 2023 Bonds (hereinafter defined) and which property description is attached hereto as **Exhibit A** and is incorporated herein by this reference (“**2023 Assessment Area**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Master Engineer’s Report*, dated August 27, 2019 (“**Capital Improvement Program**”); and

WHEREAS, the Capital Improvement Program is in the total amount of approximately \$133,936,000; and

WHEREAS, a Final Judgment was issued on April 15, 2019, validating the authority of the District to issue up to \$179,515,000 in aggregate principal amount of Three Rivers Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing \$15,020,000.00 of Three Rivers Community Development District (Nassau County, Florida) Special Assessment Refunding Bonds, Series 2023 (“**Series 2023 Bonds**”) to refund a portion of the District’s outstanding Series 2021B Bonds (South Assessment Area) and finance a portion of the Series 2023 Project (as defined herein), which is a portion of the design, construction or acquisition of certain infrastructure improvements as set forth in that certain *Master Engineer’s Report*, dated August 27, 2019 (“**Master Engineer’s Report**”), as supplemented by the *Supplemental Engineer’s Report Series 2023 Bonds (Units 8, 10 and 15)*, dated February 6, 2023 (“**Supplemental Engineer’s Report**” and the project described therein, in the estimated amount of \$18,450,000, the “**Series 2023 Project**”); and

WHEREAS, the Series 2023 Project will generally be completed over the lands in the 2023 Assessment Area, as such is further defined in the District’s *Master and Neighborhood Special Assessment Methodology Report*, dated February 7, 2019 and supplemented by the *First Amendment to the Master and Neighborhood Special Assessment Methodology Report*, dated March 29, 2022 (together the “**Master Report**”), as supplemented by that certain *Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023*, dated February 16, 2023 (the “**2023 Supplemental Report**” together with the Master Report, the “**Assessment Report**”); and

WHEREAS, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2023 Bonds; and

WHEREAS, the District's special assessments securing the Series 2023 Bonds (“**Assessments**”) will be imposed on those benefitted lands within the District as more specifically described in Resolutions 2022-04, 2022-05, 2022-07, 2022-08, and 2023- (collectively, “**Assessment Resolutions**”); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights (“**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the 2023 Assessment Area and the Series 2023 Project (collectively, “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate development of the 2023 Assessment Area, and the allocation of Assessments thereon, consistent with the Engineer’s Report and the Assessment Report until such time as the final platting of the Series 2023 Project

(and the payment of any true-up amounts due and securing the Series 2023 Bonds) is completed (“**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Assessments securing the Series 2023 Bonds, the District has certain remedies with respect to the lien of the Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

WHEREAS, as inducement to the District to issue the Series 2023 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights for the 2023 Assessment Area to complete the Series 2023 Project as anticipated by and at substantially the densities and intensities envisioned in the Supplemental Engineer’s Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Capital Improvement Program, including the 2023 Project, as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Assessments levied against the 2023 Assessment Area owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the 2023 Assessment Area, successors-in-interest (including successors in interest that are affiliates of Landowner) to the Landowner’s Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Nassau County, Florida, except as to Prior Transfers (defined below); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Program, including the Series 2023 Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.

2. COLLATERAL ASSIGNMENT.

(a) In the event of Assignor’s default in the payment of the Assessments securing the Series 2023 Bonds, the Assignee shall be entitled to exercise its Remedial Rights to

secure control and/or title to the 2023 Assessment Area. Such exercise of Remedial Rights by Assignee may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (“**SPE**”) to hold title to the 2023 Assessment Area, as designee of the Assignee. The Assignor hereby agrees to unconditionally collaterally assign to Assignee or its designee, to the extent assignable, and to the extent that they are owned or controlled by Assignor, all of its Development and Contract Rights as security for Assignor’s payment and performance and discharge of its obligation to pay the Assessments levied against the 2023 Assessment Area. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (y) any portion of the Development and Contract Rights which relates solely to any portion of the 2023 Assessment Area which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Nassau County, Florida, Assignee, any utility provider, governmental or quasi-governmental entity, any applicable homeowner’s or property owner’s association or other governing entity or association as may be required by the applicable permits, approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

- i. Any declaration of covenants of a homeowner’s association governing the 2023 Assessment Area, as recorded in the Official Records of Nassau County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the “Landowner” or “Declarant” thereunder.
- ii. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the 2023 Assessment Area.
- iii. Preliminary and final plats and/or site plans for the 2023 Assessment Area.
- iv. Architectural plans and specifications for buildings and other improvements to the 2023 Assessment Area, other than those associated with homebuilding and home construction.
- v. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the 2023 Assessment Area and construction of improvements thereon.
- vi. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of

the 2023 Assessment Area or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

- vii. Franchise or other agreements for the provision of water and wastewater service to the 2023 Assessment Area, and all hookup fees and utility deposits paid by Assignor in connection therewith.
- viii. Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of 2023 Assessment Area by Assignor in connection with the development of the 2023 Assessment Area or the construction of improvements thereon.
- ix. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the 2023 Assessment Area, including, without limitation, any purchase and sale agreements for platted lots with homebuilders (“**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Assessments levied against the 2023 Assessment Area owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting Assignor’s ability to assign Development and Contract Rights in the ordinary course of business, and the Assignor expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Assignor related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. However, to the extent the Landowner’s exercise of rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost. Moreover, the Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District’s interests.

(c) If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically terminate upon the earliest to occur of the following events (herein, the “**Term**”): (i) payment of the Series 2023 Bonds in full; and (ii) Development Completion. At Landowner’s request and the District’s confirmation that the provisions of the foregoing have been satisfied, District and Landowner will record a notice or other appropriate instrument in the Public Records of Nassau

County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of the 2023 Assessment Area so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of the 2023 Assessment Area and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the 2023 Assessment Area so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that, subject to the Builder Contracts now or hereafter executed by Assignor pursuant to the terms of the Builder Contracts:

(a) Other than in connection with the sale of lots to homebuilders or end users located within 2023 Assessment Area and in the ordinary course of business, Assignor has made no assignment of the Development and Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor and except as permitted or stated herein, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.

(d) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(e) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(f) Any transfer, conveyance or sale of the 2023 Assessment Area, shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment (including successors-in-interest that are affiliates of Landowner), except to the extent constituting a Prior Transfer.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term:

(a) Assignor will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official

with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any material breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default ("**Event of Default**"). Additionally, the failure to timely pay the Assessments levied and imposed upon lands owned by Assignor shall constitute an Event of Default.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee's designee may, as Assignee's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

(c) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the 2023 Assessment Area or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of the 2023 Assessment Area nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or

(d) Demand, effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following and Event of Default, that Assignor use commercially reasonable efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor's

receipt of a demand notice from following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2023 Bonds) nor waive or release any third party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third party, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

8. AUTHORIZATION OF PERFORMANCE. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

10. SUCCESSORS; THIRD PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the 2023 Assessment Area herefrom upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2023 Bonds, shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2023 Bonds, which consent shall not be unreasonably withheld.

11. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both the District and the Landowner.

13. AUTHORIZATION OF EXECUTION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the execution of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

14. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Three Rivers Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Michael C. Taylor

With a copy to: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Patricia Nolan

Except as otherwise provided in this Assignment, 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 Assignment 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 Notice 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 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 and addressees set forth herein.

15. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Nassau County, Florida.

17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District 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 Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

21. COUNTERPARTS. This Assignment 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.

22. TERMINATION. This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the parties. This Assignment shall also be terminated upon full payment of the Assessments securing the Series 2023 Bonds, as evidenced by a Termination of Assignment recorded by the District.

23. EFFECTIVE DATE. This Assignment shall be effective after execution by both the District and the Landowner.

[Signature pages follow]

[SIGNATURE PAGE: COLLATERAL ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name

Liam O'Reilly
Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of July, 2023, by Liam O'Reilly, as Chairman of the Three Rivers Community Development District, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida

[SIGNATURE PAGE: COLLATERAL ASSIGNMENT]

THREE RIVERS DEVELOPERS, LLC

Witness

Print Name

Michael C. Taylor
Vice President

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of July, 2023, by Michael C. Taylor, as Vice President of Three Rivers Developers, LLC, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida

EXHIBIT A
2023 Assessment Area – Legal

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°32'55" WEST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 188.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4916 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7D

This instrument was prepared by:

Wesley S. Haber, Esq.
Kutak Rock LLP
1107 West College Avenue
Tallahassee, Florida 32301

DECLARATION OF CONSENT

Three Rivers Developers, LLC, a Delaware limited liability company, together with its successors and assigns (together, “**Landowner**”), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The Three Rivers Community Development District (“**District**”) is, and has been at all times, on and after January 17, 2019, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Nassau County, Florida (“**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2018-47, effective as of January 17, 2019, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from January 17, 2019, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2022-04, 2022-05, 2022-07, 2022-08 and 2023- (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**2023 Assessments**”). Such 2023 Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the 2023 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its \$15,020,000.00 Three Rivers Community Development District (Nassau, County, Florida) Special Assessment Refunding Bonds, Series 2023, or securing payment thereof (“**Financing Documents**”), are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the 2023 Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise

dispute or objection to the Assessment Resolutions, the 2023 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the 2023 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the 2023 Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such 2023 Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the 2023 Assessments is available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0100.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE: DECLARATION OF CONSENT]

To be effective as of the ____ day of July, 2023.

WITNESS

**THREE RIVERS DEVELOPERS, LLC,
a Delaware limited liability company**

By: _____
Name: _____

By: _____
Michael C. Taylor
Vice President

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of July, 2023, by Michael C. Taylor, as Vice President of Three Rivers Developers, LLC, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida

EXHIBIT A: Legal Description of Property

EXHIBIT A
Legal Description of Property

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°32'55" WEST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 188.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4916 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7E

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

(This space reserved for Clerk)

Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

AGREEMENT BY AND BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AND THREE RIVERS DEVELOPERS, LLC, REGARDING THE TRUE-UP AND PAYMENT OF 2023 ASSESSMENTS

THIS AGREEMENT is made and entered into as of this ____ day of July, 2023, by and between:

Three Rivers Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Nassau County, Florida with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

Three Rivers Developers, LLC, a Delaware limited liability company, and primary landowner of lands within the District, with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the Three Rivers Community Development District was established by Ordinance No. 2018-47 adopted by the Board of County Commissioners of Nassau County, Florida which became effective on January 17, 2019 (“**Ordinance**”) for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure, including, but not limited to, roadway, stormwater management, water, sewer and reuse water improvements, and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in Nassau County, Florida (“**County**”), located within the boundaries of the District and generally identified as Phase 1B (Units 8, 10 and 15), as further described in the attached **Exhibit A** (“**2023 Assessment Area**”) and hereinafter, such lands shall be described as the “**2023 Assessment Area Lands**”; and

WHEREAS, a Final Judgment was issued on April 15, 2019, validating the authority of the District to issue up to \$179,515,000 in aggregate principal amount of Three Rivers Community Development District Special Assessment Bonds, to be issued in one or more series (“**Bonds**”), to finance the design, acquisition, construction and installation of community development facilities, services, and improvements within and without the boundaries of the District as authorized by the Act and the Ordinance (the “**Capital Improvement Plan**”); and

WHEREAS, the District’s Board of Supervisors previously adopted a *Master and Neighborhood Special Assessment Methodology Report*, dated February 7, 2019, as supplemented by the *First Amendment to the Master and Neighborhood Special Assessment Methodology Report*, dated March 29, 2022 and the *Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2023*, dated February 16, 2023 (together, the “**Assessment Report**”) and an Engineer’s Report, as defined herein; and

WHEREAS, the District intends to issue \$15,020,000.00 of Three Rivers Community Development District (Nassau County, Florida) Special Assessment Refunding Bonds, Series 2023 (the “**Series 2023 Bonds**”) for the purpose of refunding a portion of the District’s outstanding Series 2021B Bonds (South Assessment Area) and financing a portion of the 2023 Project (defined herein); and

WHEREAS, the District has adopted a Capital Improvement Plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the 2023 Assessment Area, as detailed in the *Master Engineer’s Report*, dated August 27, 2019 (“**Master Engineer’s Report**”), as supplemented by the *Supplemental Engineer’s Report Series 2023 Bonds (Units 8, 10 and 15)*, dated February 6, 2023 (the “**Supplemental Report**”) and together with the Master Engineer’s Report, the “**Engineer’s Report**” and the project described in the Supplemental Report, the “**2023 Project**”); and

WHEREAS, pursuant to District Resolution Nos. 2022-04, 2022-05, 2022-07, 2022-08 and 2023- (the “**Assessment Resolutions**”), the District has imposed special assessments on the lands within the 2023 Assessment Area to secure the repayment of the 2023 Bonds (the “**2023 Assessments**”); and

WHEREAS, Landowner agrees that all developable lands within the 2023 Assessment Area, including all Landowner property, benefit from the timely design, construction, or acquisition of the improvements that make up the Series 2023 Project; and

WHEREAS, Landowner agrees that the 2023 Assessments which were imposed on the 2023 Assessment Area Lands have been validly imposed and constitute valid, legal and binding liens upon the 2023 Assessment Area, which 2023 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice, publication or in the proceedings to levy, impose and collect the 2023 Assessments on the 2023 Assessment Area Lands; and

WHEREAS, the Assessment Report provides that as 2023 Assessment Area Lands are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon 2023 Assessment Area Lands would be calculated based upon certain density assumptions relating to the number of each type of residential units to be constructed on 2023 Assessment Area Lands, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that 2023 Assessment Area Lands will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less (or more) than the densities assumed in the Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the 2023 Assessments, subject to the terms and conditions contained herein.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been legally and duly adopted by the District. Landowner further agrees that the 2023 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2023 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all 2023 Assessments collected by mailed notice of the District, said unpaid 2023 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.

- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with 2023 Assessment Area Lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the 2023 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of two hundred fifty-five (255) single-family residential units will be developed in Units 8, 10 and 15, as more specifically described by unit size/number in the Assessment Report, all of which are contained within the 2023 Assessment Area Lands., and that the Series 2023 Assessments are expected to be absorbed by the first one hundred eight (108) fifty-foot (50') single-family lots, ninety three (93) sixty-foot (60') single family lots, and fifty four (54) seventy foot (70') single family lots (together, the “**Anticipated Lots**”).
- B. *Process for Reallocation of Assessments.* The 2023 Assessments will initially be levied on unplatted acreage in the 2023 Assessment Area Lands and will be reallocated as lands are platted (“**Reallocation**”). In connection with such platting of acreage, the 2023 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the 2023 Assessments to the residential product types being platted and any remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.
- (i) Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of 2023 Assessments and enforcement of the District’s assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.
- (ii) The purpose of the True-Up calculation is to ensure that the Series 2023 Bond debt will be able to be assigned to at least the Anticipated Lots within the 2023 Assessment Area. Thus, at the time of platting of any portion of 2023 Assessment Area, or any re-platting thereof, there must be at least the number of Anticipated Lots in the 2023 Assessment Area on which to assign the bond debt. If not, subject to (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in 2023 Assessment Area as in the par amount per platted lot as set forth in the Assessment Report.
- (iii) The True-Up calculation shall be performed at the time 2023 Assessment Area is

platted.

- (iv) If at the time the True-Up calculation is performed, it is determined that less than the Anticipated Lots are to be platted within the 2023 Assessment Area, a True-Up Payment shall become due and payable by Landowner. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular installment payable for the 2023 Assessment Area Lands owned by Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the 2023 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the 2023 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

- (v) The foregoing is based on the District's understanding with Landowner that Landowner will plat or cause to be platted at least the Anticipated Lots within the 2023 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or fewer than the anticipated residential dwelling units from being platted. In the event Landowner plats fewer than the Anticipated Lots within the 2023 Assessment Area, the Landowner may either make a True-Up Payment or leave unassigned 2023 Special Assessments on un-platted lands within the 2023 Assessment Area provided the maximum debt allocation per acre as set forth in the Assessment Resolution and Assessment Report is not exceeded. In no event shall the District collect 2023 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2023 Project, including all costs of financing and interest. The District, however, may collect 2023 Assessments in excess of the annual debt service related to the Series 2023 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2023 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in 2023 Assessments collected in excess of the District's total debt service obligation for the Series 2023 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of 2023 Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual

damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the 2023 Assessment Area Lands, binding upon Landowner and its successors and assigns as to the 2023 Assessment Area Lands or portions thereof, and any transferee of any portion of the 2023 Assessment Area Lands as set forth in this Section, except as permitted by subsection B., below, or subject to the conditions set forth in subsection C., below.
- B. ***Exceptions*** – Landowner shall not transfer any portion of the 2023 Assessment Area Lands to any third-party without complying with the terms of subsection c. below, other than:
- (i) Platted and fully developed lots to homebuilders restricted from re-platting;
 - (ii) Platted and fully developed lots to end users; and
 - (iii) Portions of the 2023 Assessment Area Lands which are exempt from assessments to the County, the District, a homeowners’ or property owners’ association, a public utility or other governmental agencies.

Any transfer of any portion of the 2023 Assessment Area Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the 2023 Assessment Area Lands from the scope and effect of this Agreement, provided however, that any True-Up Payment owing is paid prior to such transfer.

- C. ***Transfer Conditions*** – Landowner shall not transfer any portion of the 2023 Assessment Area Lands to any third-party, except as permitted by subsection b. above, without satisfying the following condition (“**Transfer Condition**”): delivering a recorded copy of this Agreement to such third-party and satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the 2023 Assessment Area Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the 2023 Assessment Area Lands so transferred. Regardless of whether the conditions of this subsection are met, any

transferee, other than those specified in subsection b. above, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

- A. If to the District: Three Rivers Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

- With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

- B. If to the Landowner: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Michael C. Taylor

- With a copy to: Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Patricia Nolan

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand-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 party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which

Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties, or until the earlier of the date on which the 2023 Special Assessments are fully allocated to platted units. In any event, this Agreement shall be deemed terminated automatically as to any lot sold to an end-user. This Agreement shall also be deemed terminated automatically on the 2023 Assessment Area Lands or portion of the 2023 Assessment Area Lands reflected in a Release of Lien as recorded by the District, so long as conditions for such recorded release are met and are consistent with the terms of this Agreement.

SECTION 11. 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, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. Except as provided herein, this Agreement is solely for the benefit of the formal parties herein, 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. Except as provided herein, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity 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 hereto and their respective representatives, successors, and assigns.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 or law, and nothing in this 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.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Nassau County, Florida.

SECTION 15. 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.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[signatures contained on following page]

[SIGNATURE PAGE: TRUE-UP AGREEMENT]

IN WITNESS WHEREOF, Landowner has caused this True Up Agreement to be executed below as of the date first-above written, by its duly authorized representative.

WITNESSES:

“Landowner”

THREE RIVERS DEVELOPERS, LLC
a Delaware limited liability company

By: _____
Michael C. Taylor
Vice President

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of July, 2023, by Michael C. Taylor, as Vice President of Three Rivers Developers, LLC, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida

[SIGNATURE PAGE: TRUE-UP AGREEMENT]

IN WITNESS WHEREOF, the District has caused this True Up Agreement to be executed below as of the date first-above written, by its duly authorized representative.

WITNESSES:

“DISTRICT”

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a special-purpose unit of local government organized and existing under Chapter 190, Florida Statutes

Print Name: _____

By: _____
Liam O’Reilly
Chairman, Board of Supervisors

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of July, 2023, by Liam O’Reilly, as Chairman of the Three Rivers Community Development District, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida

Exhibit A: Description of 2023 Assessment Area

EXHIBIT A Description of 2023 Assessment Area

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°32'55" EAST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 188.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4915 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7F

This instrument was prepared by:

Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SERIES 2023 ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the Three Rivers Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolutions No. 2022-04, 2022-05, 2022-07, 2022-08, and 2023- (together, the “**2023 Assessment Resolutions**”) providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the 2023 Project (as defined herein) for a portion of the improvements described in the District’s *Master Engineer’s Report*, dated August 27, 2019 (the “**Master Engineer’s Report**”), as supplemented by that certain *Supplemental Engineer’s Report Series 2023 Bonds (Units 8, 10 and 15)*, dated February 6, 2023 (the “**2023 Engineer’s Report**”, and the project described therein, the “**2023 Project**”). To refund a portion of the District’s outstanding Series 2021B Bonds (Assessment Area 3) and finance a portion of the costs of the 2023 Project, the District plans to issue \$15,020,000.00 in Three Rivers Community Development District (Nassau County, Florida) Special Assessment Refunding Bonds, Series 2023 (the “**Series 2023 Bonds**”), which are secured by the non-ad valorem assessments levied by the 2023 Assessment Resolutions (the “**2023 Assessments**”). The legal description of the lands on which said 2023 Assessments are imposed is attached to this Notice as **Exhibit A**. As provided in the 2023 Assessment Resolutions, the 2023 Assessments do not apply to governmental properties dedicated by plat, including rights-of-way or common areas. Copies of the Master Engineer’s Report, the 2023 Engineer’s Report, and the 2023 Assessment Resolutions may be obtained by contacting the District at:

Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

The 2023 Assessments provided for in the 2023 Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the 2023 Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[Signature on following page]

[SIGNATURE PAGE FOR NOTICE OF SPECIAL ASSESSMENTS]

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the 20th day of July, 2023, and recorded in the Public Records of Nassau County, Florida.

WITNESS

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Liam O'Reilly
Chairman, Board of Supervisors

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of July, 2023, by Liam O'Reilly, as Chairman of the Three Rivers Community Development District, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida

EXHIBIT A
Legal Description of 2023 Assessment Area

A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET, TO THE MOST EASTERLY CORNER OF THE PLAT OF TRIBUTARY PHASE 1A UNIT SIX, RECORDED IN OFFICIAL RECORDS BOOK 2504, PAGES 1849 THROUGH 1855, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE SOUTH 53°53'09" WEST, ALONG A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX, A DISTANCE OF 90.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET, TO A SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT SIX; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 44°44'47" WEST, 699.59 FEET; COURSE NO. 2: SOUTH 33°52'16" WEST, 283.47 FEET; COURSE NO. 3: SOUTH 05°25'46" WEST, 263.35 FEET; COURSE NO. 4: SOUTH 31°58'16" WEST, 174.05 FEET; COURSE NO. 5: SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°32'55" WEST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 32°54'32" EAST, 839.57 FEET, TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 424.15 FEET, AN ARC DISTANCE OF 153.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°13'00" EAST, 152.32 FEET; THENCE SOUTH 09°35'58" WEST, 23.51 FEET; THENCE SOUTH 15°18'25" WEST, 180.01 FEET; THENCE SOUTH 52°14'39" WEST, 101.89 FEET; THENCE SOUTH 00°50'18" WEST, 188.22 FEET; THENCE SOUTH 54°02'38" WEST, 654.55 FEET; THENCE SOUTH 34°10'47" EAST, 129.65 FEET; THENCE SOUTH 15°25'23" EAST, 13.76 FEET; THENCE SOUTH 55°49'13" WEST, 122.54 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 54.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°31'06" EAST, 54.73 FEET; THENCE SOUTH 57°26'45" EAST, 4.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 232.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°50'17" EAST, 222.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°46'11" WEST, 10.05 FEET; THENCE NORTH 75°47'18" EAST, 231.67 FEET; THENCE SOUTH 30°57'45" EAST, 352.22 FEET; THENCE SOUTH 03°32'07" EAST, 293.97 FEET; THENCE SOUTH 23°24'21" EAST, 179.74 FEET; THENCE SOUTH 29°48'13" EAST, 73.37 FEET; THENCE SOUTH 36°02'10" WEST, 125.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 17.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°12'11" WEST, 17.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'48" EAST, 13.82 FEET; THENCE SOUTH 36°19'18" WEST, 120.02 FEET; THENCE SOUTH 53°40'40" EAST, 0.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°36'00" EAST, 26.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 293.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°57'13" WEST, 100.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 35.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°19'01" WEST, 35.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°19'18" WEST, 120.97 FEET; THENCE SOUTH 47°20'42" WEST, 305.72 FEET; THENCE SOUTH 17°00'37" WEST, 635.95 FEET, TO THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 14°27'16" EAST, 145 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY, NORTHERLY, WESTERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 4916 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", TO CLOSE.

CONTAINING 160 ACRES, MORE OR LESS.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2023**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2023**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021B	Capital Projects Fund Series 2021B SSA	Total Governmental Funds
ASSETS									
Cash	\$ 332,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 332,784
Investments	-								
Revenue	-	603,193	269	2,597	3,554	-	-	-	609,613
Reserve	-	939,244	3,325	14,850	462,500	-	-	-	1,419,919
Prepayment	-	261,477	257	182,953	-	-	-	-	444,687
Construction	-	-	-	-	-	-	36	24,120	24,156
Construction - master	-	-	-	-	-	4,986	-	-	4,986
Construction - neighborhood	-	-	-	-	-	1	-	-	1
Interest	-	-	-	3,334	-	-	-	-	3,334
Due from Three Rivers Developers	-	-	-	-	-	-	26,706	1,976,694	2,003,400
Due from other	-	-	-	-	-	-	6	450	456
Due from general fund	-	453	-	-	-	-	-	-	453
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	5,509
Utility deposit	33,967	-	-	-	-	-	-	-	33,967
Prepaid expense	4,119	-	-	-	-	-	-	-	4,119
Total assets	<u>\$ 370,870</u>	<u>\$ 1,804,367</u>	<u>\$ 9,360</u>	<u>\$ 203,734</u>	<u>\$ 466,054</u>	<u>\$ 4,987</u>	<u>\$ 26,748</u>	<u>\$ 2,001,264</u>	<u>\$ 4,887,384</u>
LIABILITIES									
Liabilities:									
Due to Developer	\$ 246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246
Due to other	319	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-1	453	-	-	-	-	-	-	-	453
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	5,509
Contracts payable	-	-	-	-	-	-	28,311	1,976,694	2,005,005
Retainage payable	-	-	-	-	-	-	23,694	343,102	366,796
Accrued taxes payable	275	-	-	-	-	-	-	-	275
Developer advance	20,000	-	-	-	-	-	-	-	20,000
Total liabilities	<u>21,293</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>52,005</u>	<u>2,319,796</u>	<u>2,398,603</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	-	-	-	-	-	-	26,706	1,976,694	2,003,400
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,706</u>	<u>1,976,694</u>	<u>2,003,400</u>
FUND BALANCES									
Restricted for									
Debt service	-	1,798,858	9,360	203,734	466,054	-	-	-	2,478,006
Capital projects	-	-	-	-	-	4,987	(51,963)	(2,295,226)	(2,342,202)
Unassigned	349,577	-	-	-	-	-	-	-	349,577
Total fund balances	<u>349,577</u>	<u>1,798,858</u>	<u>9,360</u>	<u>203,734</u>	<u>466,054</u>	<u>4,987</u>	<u>(51,963)</u>	<u>(2,295,226)</u>	<u>485,381</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 370,870</u>	<u>\$ 1,804,367</u>	<u>\$ 9,360</u>	<u>\$ 203,734</u>	<u>\$ 466,054</u>	<u>\$ 4,987</u>	<u>\$ 26,748</u>	<u>\$ 2,001,264</u>	<u>\$ 4,887,384</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 380	\$ 647,018	\$ 644,345	100%
Developer contribution	-	110,564	122,976	90%
Lot closing	-	13,365	-	N/A
Interest and miscellaneous	-	1,000	-	N/A
Total revenues	<u>380</u>	<u>771,947</u>	<u>767,321</u>	101%
EXPENDITURES				
Professional & administrative				
Supervisor fees	800	3,800	9,000	42%
FICA	61	291	918	32%
Engineering	887	4,205	8,500	49%
Attorney	518	7,201	25,000	29%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	625	5,000	7,500	67%
DSF accounting: series 2021	625	5,000	7,500	67%
DSF accounting: series 2022	-	-	7,500	0%
Dissemination agent: series 2019	83	667	1,000	67%
Dissemination agent: series 2021-B1	83	667	1,000	67%
Dissemination agent: series 2021-B2	83	667	1,000	67%
Dissemination agent: series 2022	-	-	1,000	0%
Trustee: series 2019	-	4,256	4,050	105%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Audit	-	4,500	6,000	75%
Management	3,750	30,000	45,000	67%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	333	500	67%
Postage	104	488	500	98%
Insurance	-	5,988	5,500	109%
Printing & binding	42	333	500	67%
Legal advertising	-	1,582	1,500	105%
Other current charges	-	116	500	23%
Office supplies	-	168	-	N/A
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	-	19,807	13,424	148%
Total professional & administrative	<u>7,703</u>	<u>95,244</u>	<u>160,982</u>	59%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	-	125,524	147,400	85%
Landscape contingency	-	1,350	7,700	18%
Electric	2,704	19,738	19,800	100%
Reclaimed water	4,686	25,640	44,000	58%
Lake/stormwater maintenance	1,330	9,740	15,180	64%
Irrigation repairs	-	2,302	11,000	21%
Waste pickup	-	-	1,000	0%
Accounting	625	5,000	7,500	67%
Total operations & maintenance	<u>9,345</u>	<u>189,294</u>	<u>253,580</u>	75%
Amenity center				
Utilities				
Telephone & cable	373	3,284	9,566	34%
Electric	1,726	15,215	17,500	87%
Water/irrigation	-	-	18,666	0%
Gas	96	539	1,750	31%
Trash removal	191	1,709	2,916	59%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	-	-	14,466	0%
Access cards	-	1,598	1,166	137%
Management contracts				
Landscape mainenance	-	7,914	30,526	26%
Landscape seasonal (annuals & pine straw)	-	11,475	9,334	123%
Landscape contingency	-	2,650	-	N/A
Pool maintenance	2,350	16,450	28,200	58%
Pool repairs	-	174	5,834	3%
Pool chemicals	-	-	14,000	0%
Janitorial services	2,400	18,672	16,030	116%
Janatorial supplies	-	-	3,500	0%
Facility maintenance	2,386	4,199	17,500	24%
Fitness equipment lease	3,130	25,039	38,300	65%
Pest control	140	1,260	1,750	72%
Pool permits	-	-	1,166	0%
Repairs & maintenance	-	16,376	9,334	175%
Maintenance reserves	-	-	14,594	0%
New capital projects	-	-	10,000	0%
Special events	675	17,897	11,666	153%
Holiday decorations	-	11,015	12,666	87%
Fitness center repairs/supplies	-	-	3,500	0%
Office supplies	516	3,711	584	635%
Operating supplies	-	1,463	10,850	13%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	39,889	30,000	133%
Kayak launch	-	-	15,000	0%
Total amenity center	<u>13,983</u>	<u>200,529</u>	<u>352,748</u>	57%
Total expenditures	<u>31,031</u>	<u>485,067</u>	<u>767,310</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	(30,651)	286,880	11	
Fund balances - beginning	380,228	62,697	-	
Fund balances - ending	<u>\$ 349,577</u>	<u>\$ 349,577</u>	<u>\$ 11</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 453	\$ 770,948	\$ 778,720	99%
Assessment levy: off-roll	-	164,302	198,678	83%
Assessment prepayments	258,141	280,693	-	N/A
Lot closing	2,717	2,717	-	N/A
Interest	7,435	40,559	5,000	811%
Total revenues	<u>268,746</u>	<u>1,259,219</u>	<u>982,398</u>	128%
EXPENDITURES				
Debt service				
Principal	270,000	270,000	275,000	98%
Principal prepayment	-	85,000	-	N/A
Interest 11/1	-	337,142	340,650	99%
Interest 5/1	334,916	334,916	340,650	98%
Total debt service	<u>604,916</u>	<u>1,027,058</u>	<u>956,300</u>	107%
Other fees & charges				
Tax collector	-	15,411	16,223	95%
Total other fees and charges	<u>-</u>	<u>15,411</u>	<u>16,223</u>	95%
Total expenditures	<u>604,916</u>	<u>1,042,469</u>	<u>972,523</u>	107%
Excess/(deficiency) of revenues over/(under) expenditures	(336,170)	216,750	9,875	
OTHER FINANCING SOURCES/(USES)				
Transfers out	<u>(1,662)</u>	<u>(4,070)</u>	-	N/A
Total other financing sources	<u>(1,662)</u>	<u>(4,070)</u>	-	N/A
Net change in fund balances	<u>(337,832)</u>	212,680	9,875	
Fund balances - beginning	<u>2,136,690</u>	<u>1,586,178</u>	<u>1,354,063</u>	
Fund balances - ending	<u><u>\$ 1,798,858</u></u>	<u><u>\$ 1,798,858</u></u>	<u><u>\$ 1,363,938</u></u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,562	0%
Interest	13	98	-	N/A
Total revenues	<u>13</u>	<u>98</u>	<u>3,562</u>	3%
EXPENDITURES				
Debt service				
Principal prepayment	-	5,000	-	N/A
Interest 11/1	-	1,781	1,781	100%
Interest 5/1	1,663	1,663	1,781	93%
Total debt service	<u>1,663</u>	<u>8,444</u>	<u>3,562</u>	237%
Excess/(deficiency) of revenues over/(under) expenditures	(1,650)	(8,346)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	1,662	4,070	-	N/A
Total other financing sources	<u>1,662</u>	<u>4,070</u>	<u>-</u>	N/A
Net change in fund balances	12	(4,276)	-	
Fund balances - beginning	9,348	13,636	41,404	
Fund balances - ending	<u>\$ 9,360</u>	<u>\$ 9,360</u>	<u>\$ 41,404</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 14,850	0%
Interest	731	5,649	-	N/A
Total revenues	<u>731</u>	<u>5,649</u>	<u>14,850</u>	38%
EXPENDITURES				
Debt service				
Principal prepayment	-	265,000	-	N/A
Interest	-	5,962	14,850	40%
Total debt service	<u>-</u>	<u>270,962</u>	<u>14,850</u>	1825%
Excess/(deficiency) of revenues over/(under) expenditures	731	(265,313)	-	
Fund balances - beginning	203,003	469,047	89,712	
Fund balances - ending	<u>\$ 203,734</u>	<u>\$ 203,734</u>	<u>\$ 89,712</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B SSA BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 222,360	\$ 462,500	48%
Interest	1,892	11,841	-	N/A
Total revenues	1,892	234,201	462,500	51%
EXPENDITURES				
Debt service				
Interest	231,250	462,500	462,500	100%
Total debt service	231,250	462,500	462,500	100%
Excess/(deficiency) of revenues over/(under) expenditures	(229,358)	(228,299)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(1,638)	-	N/A
Total other financing sources	-	(1,638)	-	N/A
Net change in fund balances	(229,358)	(229,937)	-	
Fund balances - beginning	695,412	695,991	703,070	
Fund balances - ending	\$ 466,054	\$ 466,054	\$ 703,070	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 19	\$ 113
Total revenues	<u>19</u>	<u>113</u>
 EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 19	 113
 Fund balances - beginning	 4,968	 4,874
Fund balances - ending	<u>\$ 4,987</u>	<u>\$ 4,987</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ 322,297	\$ 801,457
Interest	36	2,094
Total revenues	<u>322,333</u>	<u>803,551</u>
EXPENDITURES		
Capital outlay	<u>17,932</u>	<u>509,927</u>
Total expenditures	<u>17,932</u>	<u>509,927</u>
Excess/(deficiency) of revenues over/(under) expenditures	304,401	293,624
Fund balances - beginning	<u>(356,364)</u>	<u>(345,587)</u>
Fund balances - ending	<u>\$ (51,963)</u>	<u>\$ (51,963)</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B SSA BONDS
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 1,698,932	\$ 8,005,014
Nassau County interlocal agreement	-	462,899
Interest	1,281	6,743
Total revenues	1,700,213	8,474,656
EXPENDITURES		
Capital outlay	2,037,097	10,464,140
Total expenditures	2,037,097	10,464,140
Excess/(deficiency) of revenues over/(under) expenditures	(336,884)	(1,989,484)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	1,638
Total other financing sources/(uses)	-	1,638
Net change in fund balances	(336,884)	(1,987,846)
Fund balances - beginning	(1,958,342)	(307,380)
Fund balances - ending	\$ (2,295,226)	\$ (2,295,226)

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on June 15, 2023 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

Liam O'Reilly	Chair
Rose Bock	Assistant Secretary
Brad Odom	Assistant Secretary
Gregg Kern (via telephone)	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Wes Haber (via telephone)	District Counsel
Bill Schaefer (via telephone)	District Engineer
Scott Wild (via telephone)	England-Thims & Miller, Inc. (ETM)
Michael Molineaux	Castle Group
Shanna Wolk	Castle Group
Heather Beladi	Vesta/Lakeview Community Manager
Joe Cornelius	GreenPointe Development, LLC
Tiffany Csalovszki	Lennar

Residents present were:

Lisa Forbis	Pat Gentry	Shane Parsons	Allen Parsons
Ronald Last	Marge Garry	Helen Thibault	Michele Davis-Porter

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:08 p.m. Supervisors O'Reilly, Bock and Odom were present. Supervisor Kern attended via telephone. Supervisor Taylor was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consent Agenda

44 A. Consideration/Ratification of Requisition(s): Construction Account (support
45 documentation available upon request)

46 I. Number 150: Kutak Rock LLP [\$270.00]

47 B. Consideration/Ratification of Requisition(s): South Assessment Area (support
48 documentation available upon request)

49 I. Number 209: England-Thims & Miller, Inc. [\$14,641.76]

50 II. Number 210: Vallencourt Construction Co., Inc. [\$1,188,925.36]

51 III. Number 211: Avid Trails, LLC. [\$3,150.00]

52 IV. Number 212: Vallencourt Construction Co., Inc., [\$270,808.09]

53 V. Number 213: Ferguson Enterprises, LLC [\$100,346.20]

54 VI. Number 214: Ferguson Enterprises, LLC [\$228,501.28]

55 VII. Number 215: Rinker Materials [\$124,394.40]

56 C. Ratification Items

57 I. OnPlace, LLC Agreement Regarding the Provision of Lifestyle Services

58

59 **On MOTION by Mr. O’Reilly and seconded by Mr. Odom, with all in favor, the**
60 **Consent Agenda Items, were approved and/or ratified.**

61

62

63 **FOURTH ORDER OF BUSINESS**

**Presentation of Audited Financial Report
for Fiscal Year Ended September 30, 2022,
Prepared by Grau & Associates**

64

65

66

67 Mr. Torres presented the Audited Annual Financial Report for the Fiscal Year Ended
68 September 30, 2022 and noted the pertinent information. There were no findings,
69 recommendations, deficiencies in internal control or instance of non-compliance. It was a clean
70 opinion, otherwise known as a clean audit.

71

72 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07,
Hereby Accepting the Audited Financial
Report for Fiscal Year Ended September 30,
2022**

73

74

75

76

77

117 TENTH ORDER OF BUSINESS

Public Comments

118

119 Resident Shane Parsons asked if the CDD plans to hire a pool management company to
120 address children defecating in or on the pool deck and playing with pool equipment. He asked
121 for the clogged storm drains to be cleaned of debris. Mr. O'Reilly asked Mr. Molineaux and Staff
122 to evaluate the pool area and, if there is a problem, obtain proposals for the next meeting.
123 Regarding the drains, Mr. Cornelius stated the vendor is on site today to clean the gutters.

124 Mr. Torres read resident Pat Gentry's speaker card, as follows: "The CDD said there
125 would be a construction entrance for Lakeview, the HOA said there wouldn't be." Mr. O'Reilly
126 stated he will tell Ms. Beladi and the HOA that this is a requirement the Developer and the CDD
127 will be implementing; work on the route is underway. He noted it is difficult to monitor usage.

128 Resident Ron Last voiced his opinion that the ponds in Phase 1 are muddy and very
129 unsightly. He asked if ponds will be treated. Mr. O'Reilly stated the Gutter Buddies, which filter
130 out sediment, are working properly. Sediment will settle down once all construction is
131 completed. He will ask HOA Management to inspect and, if warranted, treat it.

132 Mr. Last asked why certain budget line items increased significantly. Mr. O'Reilly stated
133 it is due to cost increases, inflation and changes in scope of work, which occurs as each phase is
134 conveyed to the CDD. "Amenity center-Electric" costs are now based on actual invoices instead
135 of estimates. As to Lennar advising buyers that CDD costs are "set in stone", Mr. Torres
136 explained that the debt service portion of the assessment, which pays the bond debt, is fixed;
137 however, Operations and Maintenance (O&M) costs fluctuate so that portion of the
138 assessments can increase and decrease each year. Mr. O'Reilly stated Lennar might have used
139 outdated promotional materials and did not mean to be deceive. He will ensure Lennar is using
140 the most recent O&M costs. Residents should contact Mr. Torres' office for this information.

141 Mr. Last asked for the status of Lakeview Community Center, as he believes Lennar
142 advised buyers that it would be completed by the end of 2023. Ms. Csalovszki noted that this is
143 not a CDD matter but she will provide a better timeframe in August since the project went out
144 to bid and the responses are due July 1, 2023.

145 Mr. Last asked about a Fiscal Year 2023 budget deficit. It was noted that the deficit he
146 referred to pertains to the CDD and it was funded by the Developer, GreenPointe; it is not
147 related to Lakeview's HOA budget.

148 Resident Mickey Davis-Porter stated some residents are holding parties on the outside
 149 patio, exceeding the guest limit and displacing others from using it. She suggested charging
 150 usage, cleanup and liability fees. She expressed concern about discrimination because some
 151 groups were approved to use the pavilion but others were prohibited. She asked for an email to
 152 be sent reminding residents of the fitness center age restrictions. Mr. O’Reilly will speak with
 153 Mr. Molineaux about weekend staffing and ways to enforce policy and review the budget.

154 Discussion ensued regarding the need to treat and lock the pool daily, engaging a
 155 company to monitor pool access, implementing non-resident usage fees and residents
 156 observing other residents opening and propping the gate open for people to enter.

157 Mr. O’Reilly directed residents to review the Amenity Policies and Rates on the CDD
 158 website, www.threeriverscdd.com, while the Board considers the next course of action.

159 Resident Lisa Forbis commented on debris blown into the corners of the pond causing it
 160 to stink. She is concerned that the debris is blocking the drain and will cause other problems.

161 Ms. Davis-Porter asked Mr. O’Reilly about the fitness center. Mr. O’Reilly stated he will
 162 discuss staffing and include the policy and link in the newsletter. Regarding the pool, residents
 163 were encouraged to report all issues to Mr. Molineaux.

164 Resident Marge Garry stated she advised of garbage in the ponds at the last meeting but
 165 it was not addressed. Mr. Cornelius will ensure it is addressed before the next meeting.

166 Ms. Davis-Porter voiced her opinion that Management is not taking the issue of parties
 167 at the pool seriously. Mr. O’Reilly stated he will discuss this issue with her after the meeting.

168 A resident offered to help clean the pool. Mr. O’Reilly stated that the best way for
 169 residents to help is to email the Board about things that are going well and about deficiencies,
 170 to be respectful of Staff and the facilities and to hold each other accountable.

171 Mr. O’Reilly offered to stay after the meeting to address non-CDD matters.

172 Resident Helen Thibault stated that she noticed alligators in the area and asked if there
 173 are plans to extend the fence from the playground to the pool. Mr. O’Reilly replied no. He
 174 encouraged residents not to feed wildlife and to report large alligators to Mr. Molineaux or the
 175 Florida Fish and Wildlife Conservation Commission directly.

176

177 **ELEVENTH ORDER OF BUSINESS**

Adjournment

178

179 **On MOTION by Mr. O’Reilly and seconded by Ms. Bock, with all in favor, the**
 180 **meeting adjourned at 4:03 p.m.**

181
182
183
184
185
186

Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 CANCELED	Regular Meeting	3:00 PM
November 1, 2022	Landowners' Meeting	10:15 AM
November 8, 2022*	Continued Landowners' Meeting	10:15 AM
<i>Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034</i>		
November 17, 2022	Regular Meeting	3:00 PM
December 15, 2022 CANCELED	Regular Meeting	3:00 PM
January 19, 2023 CANCELED	Regular Meeting	3:00 PM
February 16, 2023	Regular Meeting	3:00 PM
March 16, 2023 <i>rescheduled to March 23, 2023</i>	Regular Meeting	3:00 PM
March 23, 2023 CANCELED	Regular Meeting	3:00 PM
April 20, 2023	Regular Meeting	3:00 PM
May 18, 2023	Regular Meeting	3:00 PM
June 15, 2023	Regular Meeting	3:00 PM
July 20, 2023	Public Hearing and Regular Meeting	3:00 PM
August 17, 2023	Regular Meeting	3:00 PM
September 21, 2023	Regular Meeting	3:00 PM