

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

April 21, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

April 14, 2022

Board of Supervisors
Three Rivers Community Development District

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

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Regular Meeting on April 21, 2022 at 3:00 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Consideration of Requisitions: Construction Account *(support documentation available upon request)*
 - I. Number 104: Vallencourt Construction Company, Inc. [\$488,853.78]
 - II. Number 105: Dominion Engineering Group, Inc. [\$22,354.00]
 - B. Consideration of Requisitions: South Series Assessment *(support documentation available upon request)*
 - I. Number 66: Bio Tech Consulting, Inc. [\$135.00]
 - II. Number 67: England-Thims & Miller, Inc. [\$56,912.50]
 - III. Number 68: ELM, Inc. [\$7,688.44]
 - IV. Number 70: Dominion Engineering Group, Inc. [\$1,130.00]
 - V. Number 71: Dominion Engineering Group, Inc. [\$1,050.00]
 - VI. Number 72: Kutak Rock LLP [\$1,710.00]
 - VII. Number 74: ECS Florida LLC [\$2,000.00]
 - VIII. Number 75: Clary & Associates, Inc. [\$450.00]
 - IX. Number 76: Bio-Tech Consulting, Inc. [\$825.00]
 - X. Number 77: Avid Trails LLC [\$4,900.00]
 - XI. Number 78: England-Thims & Miller, Inc. [\$23,370.00]

- XII. Number 79: England-Thims & Miller, Inc. [\$17,766.49]
 - XIII. Number 80: England-Thims & Miller, Inc. [\$39,786.03]
 - XIV. Number 81: England-Thims & Miller, Inc. [\$19,655.00]
 - XV. Number 82: England-Thims & Miller, Inc. [\$77.50]
- C. Ratification of Requisitions: South Series Assessment (*support documentation available upon request*)
- I. Number 69: Auld & White Constructors, LLC [\$517,587.62]
 - II. Number 73: Auld & White Constructors, LLC [\$228,375.38]
- 4. Consideration of Auld & White Constructors, LLC, Change Order No. 1 for Tributary Regional Park
 - 5. Presentation of Supplemental Engineers Report, Series 2022 A Bonds
 - 6. Presentation of Series 2022 A Bonds Supplemental Special Assessment Methodology Report
 - 7. Consideration of Resolution 2022-06, Supplementing its Resolution 2019-26 by Authorizing the Issuance of its Three Rivers Community Development District Special Assessment Bonds, Series 2022A-1 And Series 2022A-2 (Collectively, the "Series 2022A Bonds") in an Aggregate Principal Amount Not Exceeding \$ \$17,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements and Refunding a Portion of the Outstanding Three Rivers Community Development District Special Assessment Bonds, Series 2021B (South Assessment Area); Delegating to the Chair or Vice Chair of the Board of Supervisors of the Issuer, Subject to Compliance with the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to MBS Capital Markets, LLC, by Executing and Delivering to Such Underwriter a Bond Purchase Agreement and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of a Supplemental Trust Indenture; Approving U.S. Bank Trust Company, National Association, as the Trustee, Bond Registrar and Paying Agent for Such Series 2022A Bonds; Making Certain Findings; Approving the Form of Said Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Bonds; Providing Certain Other Details with Respect to Said Series 2022A Bonds; and Providing an Effective Date
 - 8. Consideration of First Amendment to Interlocal Agreement Between Nassau County and Three Rivers Community Development District Regarding Certain Park Improvements

- 9. Consideration of Resolution 2022-07, Ratifying the Actions of the District Manager in Re-Scheduling and Re-Noticing the Public Hearing on the Reallocation of Special Assessments and Designating ERUs for New Product Types and Imposing Special Assessments; Amending Resolution 2022-05 to Set the Public Hearing Thereon for May 19, 2022, at 3:00 P.M., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034
- 10. Consideration of MBS Capital Markets, LLC Supplement to Investment Banking Agreement Dated February 4, 2019 Regarding Bond Issuances
- 11. Approval of March 29, 2022 Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
 - C. Property Manager: *Castle Group*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 19, 2022 at 3:00 PM

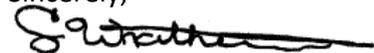
- QUORUM CHECK

GRADY MIARS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
LIAM O'REILLY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
GREGG KERN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ROSE BOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MIKE TAYLOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. 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

3AI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B**

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 Second Supplemental Trust Indenture dated as of February 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **104**
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
- (3) Amount Payable: **\$488,853.78**
- (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): **Applications #7481-12, Tributary, Unit 6 Infrastructure Project**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

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.

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

Marcus McNarnay, President Mike Vallencourt Sr., Chairman		Mike Vallencourt II, Vice President J. Daniel Vallencourt, Vice President Stan Bates P.E., Vice President
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INVOICE

Date: 04/06/22 **Period To:** 3/31/2022 **Invoice #:** 7869

To: Three Rivers CDD
 C/O - Dominion Engineering Group
 4348 Southpointe Blvd., Suite 201
 Jacksonville, FL 32216

VCC Project #: 2021-26

Application #: 12

Attn.: Bill Schaefer

Project Description: *Tributary, Unit 6 Infrastructure Project
 Yulee, FL*

ORIGINAL CONTRACT AMOUNT.....	\$ 7,369,293.77
CHANGE ORDERS TO DATE.....	\$ (915,387.03)
REVISED CONTRACT AMOUNT.....	\$ 6,453,906.74
PERCENTAGE COMPLETE..... 83.39%	
WORK COMPLETE TO DATE.....	\$ 5,382,108.39
STORED MATERIALS.....	\$ -
TOTAL COMPLETED & STORED.....	\$ 5,382,108.39
LESS RETAINAGE.....	\$ 269,105.42
TOTAL EARNED LESS RETAINAGE.....	\$ 5,113,002.97
LESS PREVIOUS BILLINGS.....	\$ 4,624,149.19
CURRENT DUE.....	\$ 488,853.78

Account Summary:	Sales This Period	Sales To Date
Gross:	514,582.93	5,382,108.39
Retainage:	25,729.15	269,105.42
Net:	488,853.78	5,113,002.97



TO: Three Rivers CDD
4348 Southpointe Blvd., Suite 201
Jacksonville, FL 32216

PROJECT: Tributary, Unit 6 Infrastructure Project
Yulee, FL

APPLICATION NO: 7869-12
PERIOD TO: 03/31/22

Distribution to:
[X] OWNER
[X] ENGINEER

FROM: Vallencourt Construction Company, Inc.
P.O. Box 1889
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A
CONTRACTOR'S PROJECT NO: 2021-26

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY table with columns: Change Orders approved in previous months by Owner, ADDITIONS, DEDUCTIONS, Approved this Month (Number, Date Approved), TOTALS, Net change by Change Orders.

Summary table with rows: 1. ORIGINAL CONTRACT SUM, 2. Net change by Change Orders, 3. CONTRACT SUM TO DATE, 4. TOTAL COMPLETED & STORED TO DATE, 5. RETAINAGE (a. 5% of Completed Work, b. % of Stored Materials), 6. TOTAL EARNED LESS RETAINAGE, 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.

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 have been issued and payments received from the Owner, and that changes (added or shown herein) is now due.

MARIA VALDES, Notary Public, State of Florida, Commission # HM 165032, My Comm. Expires Dec 8, 2025. Bonded through National Notary Assn. County of: CLAY. Subscribed and sworn to before me this 6th day of April, 2021. Notary Public: Maria Valdes. My Commission Expires: 12/08/25.

CONTRACTOR: Tim Caddis, Project Manager
By: [Signature] Date: 6-Apr-22

ENGINEER'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: \$
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER:
By: Date:
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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

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 Hec items may apply.

Three Rivers CDD

Tributary, Unit 6 Infrastructure Project

Yulee, FL

APPLICATION NUMBER: 7869-12

APPLICATION DATE: 04/06/22

PERIOD TO: 03/31/22

VCC PROJECT #: 2021-26

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not In D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
UNIT 6, TRIBUTARY									
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 157,923.00	\$ 144,901.50	\$ 2,604.30		\$ 147,505.80	93%	\$ 10,417.20	\$ 7,375.29
2.	NDPES	\$ 25,038.00	\$ 21,348.18	\$ 606.22		\$ 21,954.39	88%	\$ 3,083.61	\$ 1,097.72
3.	SURVEY & AS-BUILTS	\$ 142,580.00	\$ 85,298.00	\$ 16,213.00		\$ 101,511.00	71%	\$ 41,069.00	\$ 5,075.55
4.	EROSION CONTROL	\$ 9,840.70	\$ 8,464.00	\$ 1,376.70		\$ 9,840.70	100%	\$ -	\$ 492.04
5.	MOT	\$ 6,358.00	\$ 5,404.30	\$ 190.74		\$ 5,595.04	88%	\$ 762.96	\$ 279.75
6.	DEMOLITION	\$ 8,887.65	\$ 8,650.40	\$ -		\$ 8,650.40	97%	\$ 237.25	\$ 432.52
8.	POND EXCAVATION	\$ 230,673.30	\$ 230,673.30	\$ -		\$ 230,673.30	100%	\$ -	\$ 11,533.67
9.	EARTHWORK	\$ 2,679,632.20	\$ 2,513,671.97	\$ 75,670.10		\$ 2,589,342.08	97%	\$ 90,290.13	\$ 129,467.10
10.	GRASSING	\$ 130,555.47	\$ 41,864.55	\$ 16,330.16		\$ 58,194.71	45%	\$ 72,360.76	\$ 2,909.74
11.	SUBSOIL STABILIZATION	\$ 210,895.00	\$ 105,447.50	\$ 52,723.75		\$ 158,171.25	75%	\$ 52,723.75	\$ 7,908.56
12.	BASE	\$ 349,089.00	\$ 127,555.88	\$ 42,518.63		\$ 170,074.50	49%	\$ 179,014.50	\$ 8,503.73
13.	ASPHALT	\$ 261,196.10	\$ -	\$ -		\$ -		\$ 261,196.10	\$ -
15.	STRIPING & SIGNAGE	\$ 38,091.00	\$ -	\$ -		\$ -		\$ 38,091.00	\$ -
16.	CONCRETE	\$ 278,746.75	\$ 93,067.43	\$ 93,067.43		\$ 186,134.85	67%	\$ 92,611.90	\$ 9,306.74
14.	HARDSCAPE	\$ 13,217.50	\$ 13,217.50	\$ -		\$ 13,217.50	100%	\$ -	\$ 660.88
17.	STORM DRAINAGE	\$ 1,156,927.40	\$ 1,018,039.90	\$ 39,790.00		\$ 1,057,829.90	91%	\$ 99,097.50	\$ 52,891.50
18.	GRAVITY SEWER	\$ 581,984.70	\$ 526,413.60	\$ -		\$ 526,413.60	90%	\$ 55,571.10	\$ 26,320.68
20.	WATER MAIN	\$ 572,257.20	\$ 458,890.60	\$ 74,042.40		\$ 532,933.00	93%	\$ 39,324.20	\$ 26,646.65
21.	REUSE MAIN	\$ 390,318.60	\$ 280,802.99	\$ 74,449.51		\$ 355,252.50	91%	\$ 35,066.10	\$ 17,762.63
22.	ELECTRICAL	\$ 125,000.00	\$ 43,750.00	\$ 25,000.00		\$ 68,750.00	55%	\$ 56,250.00	\$ 3,437.50
24.	LANDSCAPING & IRRIGATION ALLOWANCES	\$ 82.20	\$ 55,450.90	\$ -		\$ 55,450.90	67459%	\$ (55,368.70)	\$ 2,772.55
	ORIGINAL CONTRACT TOTALS	\$ 7,369,293.77	\$ 5,782,912.49	\$ 514,582.93	\$ -	\$ 6,297,495.42	85%	\$ 1,071,798.35	\$ 314,874.77

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In calculations 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 6 Infrastructure Project
Yulee, FL

APPLICATION NUMBER: **7869-12**

APPLICATION DATE: **04/06/22**

PERIOD TO: **03/31/22**

VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not In Der. E.)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			E						
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25.	CO#1 - REDUCE IMPORTED FILL, FROM U4	\$ (188,644.50)	\$ (188,644.50)	\$ -		\$ (188,644.50)	100%	\$ -	\$ (9,432.23)
26.	CO #2 - STORM ODP DEDUCT & TAX	\$ (405,407.19)	\$ (405,407.19)	\$ -		\$ (405,407.19)	100%	\$ -	\$ (20,270.36)
27.	CO #2 - SEWER ODP DEDUCT & TAX	\$ (119,855.65)	\$ (119,855.65)	\$ -		\$ (119,855.65)	100%	\$ -	\$ (5,992.78)
28.	CO #2 - WATER ODP DEDUCT & TAX	\$ (142,190.47)	\$ (142,190.47)	\$ -		\$ (142,190.47)	100%	\$ -	\$ (7,109.52)
29.	CO #2 - REUSE ODP DEDUCT & TAX	\$ (59,289.22)	\$ (59,289.22)	\$ -		\$ (59,289.22)	100%	\$ -	\$ (2,964.46)
CHANGE ORDER TOTALS		\$ (915,387.03)	\$ (915,387.03)	\$ -	\$ -	\$ (915,387.03)	100%	\$ -	\$ (45,769.35)
TOTALS		\$ 6,453,906.74	\$ 4,867,521.46	\$ 514,582.93	\$ -	\$ 2,202,108.39	83.39%	\$ 1,071,798.35	\$ 269,105.42

TRIBUTARY UNIT 6, SCHEDULE OF VALUES BREAKDOWN

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Contract Total	Qty. Installed This Month	Previous Qty.	Total Qty To-date	Billed This Month	Previously Billings	Total Complete To-date	% Complete
100	General Conditions	1.00	LS	\$86,810.00	\$86,810.00	0.03	0.85	0.88	\$ 2,604.30	\$ 73,788.50	\$ 76,392.80	88%
104.01	Construction Entrance	1.00	EACH	\$7,323.00	\$7,323.00		1.00	1.00	\$ -	\$ 7,323.00	\$ 7,323.00	100%
201	Payment & Performance Bonds	1.00	LS	\$63,790.00	\$63,790.00		1.00	1.00	\$ -	\$ 63,790.00	\$ 63,790.00	100%
MOBILIZATION & GENERAL CONDITIONS					\$157,923.00				\$2,604.30	\$144,901.50	\$147,505.80	93%
300	NPDES Permit Compliance	12	MO	\$493.50	\$5,922.00	0.25	10.25	10.50	\$ 123.38	\$ 5,058.38	\$ 5,181.75	88%
303	Maintain Silt Fence	7,690	LF	\$1.20	\$9,228.00	230.70	6,536.50	6,767.20	\$ 276.84	\$ 7,843.80	\$ 8,120.64	88%
304	NPDES Reporting	12	MO	\$824.00	\$9,888.00	0.25	10.25	10.50	\$ 206.00	\$ 8,446.00	\$ 8,652.00	88%
NPDES					\$25,038.00				\$606.22	\$21,348.18	\$21,954.39	88%
400	Surveying	1	LS	\$82,020.00	\$82,020.00	0.05	0.80	0.85	\$ 4,101.00	\$ 65,616.00	\$ 69,717.00	85%
500	Lot As-Builts	1	LS	\$15,140.00	\$15,140.00	0.20	0.25	0.45	\$ 3,028.00	\$ 3,785.00	\$ 6,813.00	45%
500	Paving and Drainage As-Builts	1	LS	\$15,140.00	\$15,140.00	0.20	0.25	0.45	\$ 3,028.00	\$ 3,785.00	\$ 6,813.00	45%
500	Utility As-Builts	1	LS	\$30,280.00	\$30,280.00	0.20	0.40	0.60	\$ 6,056.00	\$ 12,112.00	\$ 18,168.00	60%
SURVEY & AS-BUILTS					\$142,580.00				\$16,213.00	\$85,298.00	\$101,511.00	71%
601	Silt Fence Type III (Regular)	705	LF	\$0.94	\$662.70		705.00	705.00	\$ -	\$ 662.70	\$ 662.70	100%
608	Inlet Protection	52	EACH	\$176.50	\$9,178.00	7.80	44.20	52.00	\$ 1,376.70	\$ 7,801.30	\$ 9,178.00	100%
EROSION CONTROL					\$9,840.70				\$1,376.70	\$8,464.00	\$9,840.70	100%
700	Maintenance of Traffic (Basic Signs)	1.00	LS	\$6,358.00	\$6,358.00	0.03	0.85	0.88	\$ 190.74	\$ 5,404.30	\$ 5,595.04	88%
MOT					\$6,358.00				\$190.74	\$5,404.30	\$5,595.04	88%
801	Demo Storm Pipe (36" RCP)	189	LF	\$29.60	\$5,594.40		189.00	189.00	\$ -	\$ 5,594.40	\$ 5,594.40	100%
802	Demo Storm Structures (36" MES)	2	EACH	\$1,528.00	\$3,056.00		2.00	2.00	\$ -	\$ 3,056.00	\$ 3,056.00	100%
820	Sawcut Ex. Asphalt	65	LF	\$3.65	\$237.25		0.00	0.00	\$ -	\$ -	\$ -	0%
DEMOLITION					\$8,887.65				\$0.00	\$8,650.40	\$8,650.40	97%
1001	Dewater for Pond	1	LS	\$37,525.80	\$37,525.80		1.00	1.00	\$ -	\$ 37,525.80	\$ 37,525.80	100%
1002	Pond Excavation	55,185	CY	\$3.50	\$193,147.50		55,185.00	55,185.00	\$ -	\$ 193,147.50	\$ 193,147.50	100%
POND EXCAVATION					\$230,673.30				\$0.00	\$230,673.30	\$230,673.30	100%
1116	Site Dewatering	1	LS	\$38,295.00	\$38,295.00	0.05	0.85	0.90	\$ 1,914.75	\$ 32,550.75	\$ 34,465.50	90%
1104	Strip Topsoil	45,735	CY	\$3.05	\$139,491.75		45,735.00	45,735.00	\$ -	\$ 139,491.75	\$ 139,491.75	100%
1105	Bury Onsite	22,868	CY	\$3.30	\$75,464.40		22,868.00	22,868.00	\$ -	\$ 75,464.40	\$ 75,464.40	100%
1107	Export Topsoil Off Site	22,867	CY	\$6.25	\$142,918.75	2,286.70	13,720.20	16,006.90	\$ 14,291.88	\$ 85,751.25	\$ 100,043.13	70%
1108	Site Cut	165	CY	\$2.95	\$486.75		165.00	165.00	\$ -	\$ 486.75	\$ 486.75	100%
1109	Place & Compact Fill	175,161	CY	\$5.78	\$1,012,160.35	1,751.61	173,409.39	175,161.00	\$ 10,121.60	\$ 1,002,038.75	\$ 1,012,160.35	100%
1110	Earthwork Density Testing	1	LS	\$31,610.00	\$31,610.00	0.05	0.85	0.90	\$ 1,580.50	\$ 26,868.50	\$ 28,449.00	90%
1114	Remove/Replace Unsuitables - Pipe Trenches	32,415	CY	\$16.35	\$529,985.25		32,415.00	32,415.00	\$ -	\$ 529,985.25	\$ 529,985.25	100%
1114	Remove/Replace Unsuitables - Pond 5 & 7	44,501	CY	\$13.45	\$598,538.45		44,501.00	44,501.00	\$ -	\$ 598,538.45	\$ 598,538.45	100%
1115	Fine Grade Lots	110,455	SY	\$0.70	\$77,318.50	60,750.25	27,613.75	88,364.00	\$ 42,525.18	\$ 19,329.63	\$ 61,854.80	80%
1118	Final Drains	34,495	SY	\$0.60	\$20,697.00	3,449.50	0.00	3,449.50	\$ 2,069.70	\$ -	\$ 2,069.70	10%
1119	Dress Behind Subcontractors	1	LS	\$12,666.00	\$12,666.00	0.25	0.25	0.50	\$ 3,166.50	\$ 3,166.50	\$ 6,333.00	50%
EARTHWORK					\$2,679,632.20				\$75,670.10	\$2,513,671.97	\$2,589,342.08	97%
1201	Site Sod	4,887	SY	\$4.46	\$21,773.55	3,665.25	0.00	3,665.25	\$ 16,330.16	\$ -	\$ 16,330.16	75%
1205	Right of Way Sod	1,890	SY	\$2.65	\$5,008.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1203	Pond Sod	14,317	SY	\$2.65	\$37,940.05		14,317.00	14,317.00	\$ -	\$ 37,940.05	\$ 37,940.05	100%
1202	Site Seed and Mulch	8,610	SY	\$0.47	\$4,046.70		0.00	0.00	\$ -	\$ -	\$ -	0%
1206	Right of Way Seed and Mulch	21,006	SY	\$0.47	\$9,872.82		0.00	0.00	\$ -	\$ -	\$ -	0%
1207	Seed and Mulch Lots	110,455	SY	\$0.47	\$51,913.85	8,350.00	8,350.00	8,350.00	\$ -	\$ 3,924.50	\$ 3,924.50	8%
GRASSING					\$130,555.47				\$16,330.16	\$41,864.55	\$58,194.71	45%
1304	Subsoil Stabilization	29,195	SY	\$7.22	\$210,895.00	7,298.75	14,597.50	21,866.25	\$ 52,723.75	\$ 105,447.50	\$ 158,171.25	75%
SUBSOIL STABILIZATION					\$210,895.00				\$52,723.75	\$105,447.50	\$158,171.25	75%
1402	6" Limerock	21,935	SY	\$12.92	\$283,457.50	3,290.25	9,870.75	13,161.00	\$ 42,518.63	\$ 127,555.88	\$ 170,074.50	60%
1403	8" Limerock	3,175	SY	\$16.10	\$51,117.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1517	Prime Limerock	24,600	SY	\$0.59	\$14,514.00		0.00	0.00	\$ -	\$ -	\$ -	0%
BASE					\$349,089.00				\$42,518.63	\$127,555.88	\$170,074.50	49%
1503	1" Asphalt SP-12.5 - Estuary (1st Lift)	2,665	SY	\$6.75	\$17,988.75		0.00	0.00	\$ -	\$ -	\$ -	0%
1502	3/4" Asphalt SP-9.5 - Estuary (2nd Lift)	2,665	SY	\$5.10	\$13,593.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1503	1" Asphalt SP-9.5 (MUP)	815	SY	\$11.30	\$9,209.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1505	1 1/2" Asphalt SP-9.5 (Onsite 1 UR)	21,120	SY	\$10.36	\$218,834.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1518	Tack Coat	2,665	SY	\$0.59	\$1,572.35		0.00	0.00	\$ -	\$ -	\$ -	0%
ASPHALT					\$261,196.10				\$0.00	\$0.00	\$0.00	0%
1700	Striping & Signs	1	LS	\$38,091.00	\$38,091.00		0.00	0.00	\$ -	\$ -	\$ -	0%
STRIPING & SIGNAGE					\$38,091.00				\$0.00	\$0.00	\$0.00	0%
1804	Curb & Gutter	18,062	LF	\$11.45	\$206,816.50	8,127.90	8,127.90	16,255.80	\$ 93,067.43	\$ 93,067.43	\$ 186,134.85	90%
1903	Concrete Pavement	225	SF	\$9.65	\$2,171.25		0.00	0.00	\$ -	\$ -	\$ -	0%
2000	Sidewalks	11,635	SF	\$4.20	\$48,867.00		0.00	0.00	\$ -	\$ -	\$ -	0%
2005	A.D.A. Handicap Ramps	37	EACH	\$564.65	\$20,892.00		0.00	0.00	\$ -	\$ -	\$ -	0%
CONCRETE					\$278,746.75				\$93,067.43	\$93,067.43	\$186,134.85	67%
2103	Keystone Retaining Wall	425	SF	\$31.10	\$13,217.50		425.00	425.00	\$ -	\$ 13,217.50	\$ 13,217.50	100%
HARDSCAPE					\$13,217.50				\$0.00	\$13,217.50	\$13,217.50	100%
3003	Dewater Storm Drain	1	LS	\$66,773.70	\$66,773.70		1.00	1.00	\$ -	\$ 66,773.70	\$ 66,773.70	100%
3000	Storm Structures (All types & depths)	59	EACH	\$4,749.14	\$280,199.00		59.00	59.00	\$ -	\$ 280,199.00	\$ 280,199.00	100%
3084	Mitered End Sections (All sizes)	11	EACH	\$21,080.00	\$23,189.00		11.00	11.00	\$ -	\$ 23,189.00	\$ 23,189.00	100%
3184	Storm Pipe (All sizes & depths)	7,180	LF	\$90.23	\$647,878.20		7,180.00	7,180.00	\$ -	\$ 647,878.20	\$ 647,878.20	100%
3263	Roadway Underdrain	1,135	LF	\$35.06	\$39,790.00	1,135.00	0.00	1,135.00	\$ 39,790.00	\$ -	\$ 39,790.00	100%
3258	Rip Rap	14	TON	\$306.00	\$4,284.00		0.00	0.00	\$ -	\$ -	\$ -	0%
3279	Punch Out Storm Drain	7,180	LF	\$13.21	\$94,813.50		0.00	0.00	\$ -	\$ -	\$ -	0%
STORM DRAINAGE					\$1,156,927.40				\$39,790.00	\$1,018,039.90	\$1,057,829.90	91%
4003	Dewater Gravity Sewer	3,135	LF	\$19.60	\$61,446.00		3,135.00	3,135.00	\$ -	\$ 61,446.00	\$ 61,446.00	100%
4015	Sanitary Manholes (All types & depths)	26	EACH	\$5,172.92	\$134,496.00		26.00	26.00	\$ -	\$ 134,496.00	\$ 134,496.00	100%
4104	SOR26 Sewer Main (All sizes & depths)	6,182	LF	\$35.37	\$218,667.60		6,182.00	6,182.00	\$ -	\$ 218,667.60	\$ 218,667.60	100%
4145	Sewer Services	168	EACH	\$665.50	\$111,804.00		168.00	168.00	\$ -	\$ 111,804.00	\$ 111,804.00	100%
4144	Punch Out Sewer	6,182	LF	\$8.99	\$55,571.10		0.00	0.00	\$ -	\$ -	\$ -	0%

GRAVITY SEWER				\$581,984.70				\$0.00	\$526,413.60	\$526,413.60	90%	
7000	Water Main (All sizes & types)	7,060	LF	\$58.01	\$409,529.00		7,050.00	7,060.00	\$ -	\$ 409,529.00	\$ 409,529.00	100%
7238	Water Services (All sizes & types)	125	EACH	\$987.23	\$123,404.00	75.00	50.00	125.00	\$ 74,042.40	\$ 49,361.60	\$ 123,404.00	100%
7248	Flushing & BT's for Water Main	7,060	LF	\$0.93	\$6,565.80		0.00	0.00	\$ -	\$ -	\$ -	0%
7249	Locate Wire Test For Water Main	7,060	LF	\$0.54	\$3,812.40		0.00	0.00	\$ -	\$ -	\$ -	0%
7250	Pressure Test for Water Main	7,060	LF	\$2.05	\$14,473.00		0.00	0.00	\$ -	\$ -	\$ -	0%
7246	Punch Out for Water Main	7,060	LF	\$2.05	\$14,473.00		0.00	0.00	\$ -	\$ -	\$ -	0%
WATER MAIN				\$572,257.20				\$74,042.40	\$458,890.60	\$532,933.00	93%	
9012	Reuse Main (All sizes & types)	6,530	LF	\$35.31	\$230,572.00		6,530.00	6,530.00	\$ -	\$ 230,572.00	\$ 230,572.00	100%
9234	Reuse Services (All sizes & types)	139	EACH	\$896.98	\$124,680.50	83.00	56.00	139.00	\$ 74,449.51	\$ 50,230.99	\$ 124,680.50	100%
9240	Flushing for Reuse Main	6,530	LF	\$0.93	\$6,072.90		0.00	0.00	\$ -	\$ -	\$ -	0%
9241	Locate Wire Test For Reuse Main	6,530	LF	\$0.54	\$3,526.20		0.00	0.00	\$ -	\$ -	\$ -	0%
9242	Pressure Test for Reuse Main	6,530	LF	\$2.05	\$13,386.50		0.00	0.00	\$ -	\$ -	\$ -	0%
9239	Punch Out for Reuse Main	6,530	LF	\$1.85	\$12,080.50		0.00	0.00	\$ -	\$ -	\$ -	0%
REUSE MAIN				\$390,318.60				\$74,449.51	\$280,802.99	\$355,252.50	91%	
10000	FPL Allowance	1.00	LS	\$125,000.00	\$125,000.00	0.20	0.35	0.55	\$ 25,000.00	\$ 43,750.00	\$ 68,750.00	55%
ELECTRICAL				\$125,000.00					\$25,000.00	\$43,750.00	\$68,750.00	55%
11001.02	Irrigation Sleeves, 2"	1.00	LF	\$11.00	\$11.00		3,087.00	3,087.00	\$ -	\$ 33,957.00	\$ 33,957.00	
11001.04	Irrigation Sleeves, 4"	1.00	LF	\$15.80	\$15.80		1,275.00	1,275.00	\$ -	\$ 20,145.00	\$ 20,145.00	
11001.06	Irrigation Sleeves, 6"	1.00	LF	\$22.50	\$22.50		0.00	0.00	\$ -	\$ -	\$ -	
11001.08	Irrigation Sleeves, 8"	1.00	LF	\$32.90	\$32.90		41.00	41.00	\$ -	\$ 1,348.90	\$ 1,348.90	
LANDSCAPING & IRRIGATION ALLOWANCES				\$82.20					\$0.00	\$55,450.90	\$55,450.90	67489%
ORIGINAL CONTRACT TOTALS				\$7,369,293.77					\$514,582.93	\$5,782,912.49	\$6,297,495.42	85%

01	Purchase Fill Material, Credit	18,315	CY	(\$10.30)	-\$188,644.50		18,315.00	18,315.00	\$ -	\$ (188,644.50)	\$ (188,644.50)	100%
CHANGE ORDER #1 - REDUCE IMPORTED FILL, U4 STOCKPILE					-\$188,644.50				\$0.00	-\$188,644.50	-\$188,644.50	100%
02	Storm ODP Duct & Tax	1	LS	(\$405,407.19)	-\$405,407.19		1.00	1.00	\$ -	\$ (405,407.19)	\$ (405,407.19)	100%
02	Sewer ODP Duct & Tax	1	LS	(\$119,855.65)	-\$119,855.65		1.00	1.00	\$ -	\$ (119,855.65)	\$ (119,855.65)	100%
02	Water ODP Duct & Tax	1	LS	(\$142,190.47)	-\$142,190.47		1.00	1.00	\$ -	\$ (142,190.47)	\$ (142,190.47)	100%
02	Reuse ODP Duct & Tax	1	LS	(\$59,289.22)	-\$59,289.22		1.00	1.00	\$ -	\$ (59,289.22)	\$ (59,289.22)	100%
CHANGE ORDER #2 - ODP MATERIALS					-\$726,742.53				\$0.00	-\$726,742.53	-\$726,742.53	100%
CURRENT CONTRACT TOTALS					\$6,453,906.74				\$514,582.93	\$4,867,525.46	\$5,382,108.39	83%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$488,853.78, 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 March 31, 2022 on the job of Three Rivers CDD to the following described property :

Project: Tributary, Unit 6 Infrastructure Project
Location: Yulee, FL
Invoice#: 7869-12

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: April 6, 2022

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043

Phone: 904-291-9330

By: 

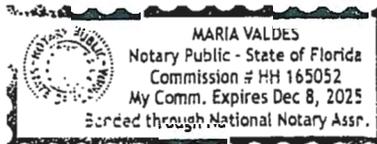
Printed Name: Tim Gaddis
Title: Project Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 6th day of April 2022 by Tim Gaddis of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification _____ Type of Identification _____


Notary Public



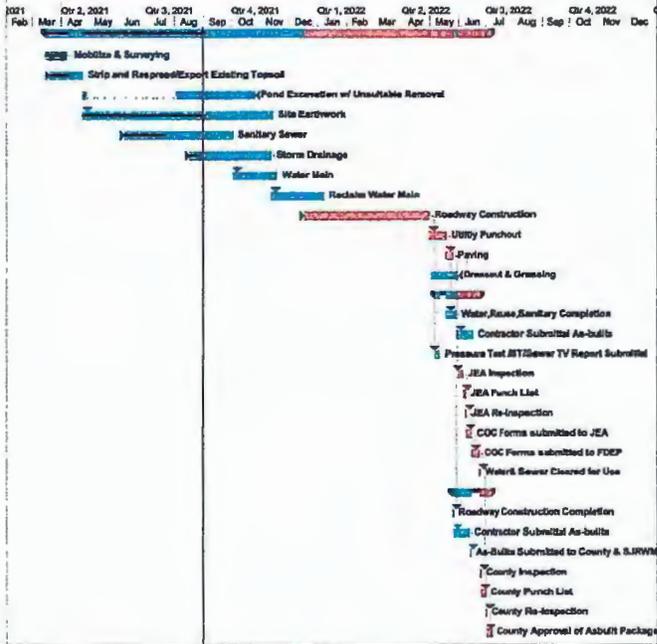
NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



Tributary Unit 6 - Project Schedule

Update : 04/06/2022

ID	Task Name	Duration	Start	Finish	% Work Complete
1	Tributary Unit 6	398 days	Mon 3/15/21	Wed 7/6/22	0%
2	Mobilize & Surveying	20 days	Mon 3/15/21	Tue 4/6/21	92%
3	Strip and Respread/Export Existing Topsoil	30 days	Sat 3/20/21	Fri 4/23/21	100%
4	Pond Excavation w/ Unsuitable Removal	75 days	Sat 4/24/21	Mon 10/25/21	100%
5	Site Earthwork	175 days	Sat 4/24/21	Sat 11/13/21	97%
6	Sanitary Sewer	100 days	Tue 6/8/21	Fri 10/1/21	90%
7	Storm Drainage	75 days	Tue 8/17/21	Thu 11/11/21	91%
8	Water Main	40 days	Sat 10/2/21	Wed 11/17/21	93%
9	Reclaim Water Main	35 days	Fri 11/12/21	Thu 1/6/22	91%
10	Roadway Construction	105 days	Sat 12/18/21	Fri 4/29/22	61%
11	Utility Punchout	15 days	Sat 4/30/22	Tue 5/17/22	0%
12	Paving	6 days	Wed 5/18/22	Tue 5/24/22	0%
13	Dressout & Grassing	25 days	Mon 5/2/22	Mon 5/30/22	32%
14	Water & Sewer Closeout	42 days	Fri 5/6/22	Thu 6/23/22	0%
15	Water,Reuse,Sanitary Completion	10 days	Wed 5/18/22	Sat 5/28/22	0%
16	Contractor Submittal As-builts	15 days	Mon 5/30/22	Wed 6/15/22	0%
17	Pressure Test /BT/Sewer TV Report Submittal	4 days	Fri 5/6/22	Tue 5/10/22	0%
18	JEA Inspection	5 days	Tue 5/31/22	Sat 6/4/22	0%
19	JEA Punch List	2 days	Mon 6/6/22	Tue 8/7/22	0%
20	JEA Re-Inspection	1 day	Wed 6/8/22	Wed 6/8/22	0%
21	COC Forms submitted to JEA	5 days	Thu 6/9/22	Tue 6/14/22	0%
22	COC Forms submitted to FDEP	7 days	Wed 6/15/22	Wed 6/22/22	0%
23	Water& Sewer Cleared for Use	1 day	Thu 6/23/22	Thu 6/23/22	0%
24	County(Storm,Roadways,Landscape) Closeout	37 days	Wed 5/25/22	Wed 7/6/22	0%
25	Roadway Construction Completion	1 day	Wed 5/25/22	Wed 5/25/22	0%
26	Contractor Submittal As-builts	15 days	Thu 5/28/22	Sat 6/11/22	0%
27	As-Builts Submitted to County & SJRWMD	1 day	Mon 6/13/22	Mon 6/13/22	0%
28	County Inspection	1 day	Fri 6/24/22	Fri 6/24/22	0%
29	County Punch List	4 days	Sat 6/25/22	Wed 6/29/22	0%
30	County Re-Inspection	1 day	Thu 6/30/22	Thu 6/30/22	0%
31	County Approval of Asbuilt Package	5 days	Fri 7/1/22	Wed 7/6/22	0%



Date: Wed 4/6/22

Task		Roll Up Milestone		Inactive Task		Manual Summary Placeholder		Progress	
Critical Task		Roll Up Progress		Inactive Milestone		Manual Summary		Deadline	
Milestone		Split		Inactive Summary		Start-only			
Summary		External Tasks		Manual Task		External Tasks			
Roll Up Task		Project Summary		Duration-only		External Milestone			
Roll Up Critical Task		Group By Summary							

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021B**

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 Second Supplemental Trust Indenture dated as of February 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **105**
- (2)
- (2) Name of Payee pursuant to Acquisition Agreement:

Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$22,354.00**
- (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): **March 2022 – Invoices #2022-5, 2022-5294, 2022-5257 & 2022-5262**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

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.

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

Date: April 1, 2022

Invoice Number 2022-5

Services Provided 03/1/22 - 03/31/22

Mr. Liam O'Reilly, PE Chairman
Three Rivers CDD
c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Reference: Three Rivers CDD, Nassau County, Florida
DEG Project Number 2106.003

Task Order 1 CDD District Engineer

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$50	2	\$100.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	0	\$0.00
Principal	\$180	6	\$1,080.00
TOTAL		8	\$1,180.00

1. Reviewed invoices against approved purchase orders
2. Issued invoice approvals and assigned to appropriate account
3. Signed payment requisitions
4. Unit 5 contract revisions
5. Attend CDD meeting on March 21, 2022

Amount Due \$1,180.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.

2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

Date: April 1, 2022

Invoice Number 2022-5294

Services Provided 3/1/22 – 3/31/22

Mr. Liam O'Reilly, PE, Chairman
 Three Rivers CDD
c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Reference: Three Rivers CDD, Engineering During Construction
Phase 1A, Units 1, 2, 3, 4, and 6
Three Rivers DRI, Nassau County, FL
DEG Project Number 2106.005

Task 2 Construction Phase Services NTE \$40,000

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	4	\$500.00
Principal	\$180	1	\$180.00
TOTAL		5	\$680.00

Subtotal \$680.00

1. Reviewed Pay Applications for Unit 4 and Unit 6
2. Coordination meetings on site w/owner and Vallencourt
3. Contractor Coordination
4. Compaction Certs for Phase 6

Task 3 Site Visit (68 visits @ \$750/visit)

\$51,000.00

Activity	Billing Amount (per visit)	Total Visits this period	Total Due
Site Visit	\$750	2	\$1,500.00
TOTAL		2	\$1,500.00

Total Amount Due \$2,180.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.
2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

Date: April 1, 2022

Invoice Number 2022-5257

Net 15 days

Mr. Liam O'Reilly, PE, Chairman
Three Rivers CDD
 c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Reference: Tributary Unit 16A & 16B
Engineering and Permitting
Nassau County, FL
DEG Project Number 2106.011

Task 1 Preliminary Engineering **\$16,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$16,500.00	0	\$16,500.00	100	\$16,500.00	\$16,500.00	\$0.00

Task 2 Final Site Planning & DRC Submittal **\$3,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,500.00	0	\$3,500.00	50	\$1,750.00	\$350.00	\$1,400.00

Task 3 SJRWMD Design & Permitting **\$26,240.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$26,240.00	0	\$26,240.00	40	\$10,496.00	\$2,624.00	\$7,872.00

Task 4 Final Engineering & Design

\$49,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$49,200.00	0	\$49,200.00	20	\$9,840.00	\$4,920.00	\$4,920.00

Task 5a Permitting- ERP

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	0	\$0.00	\$0.00	\$0.00

Task 5b Permitting- Nassau County

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	0	\$0.00	\$0.00	\$0.00

Task 5c Permitting JEA & FDEP

\$6,560.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,560.00	0	\$6,560.00	0	\$0.00	\$0.00	\$0.00

Task 6 Coordination of Secondary Utility

\$1,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$1,500.00	0	\$1,500.00	0	\$0.00	\$0.00	\$0.00

Task 7 Construction Phase Services NTE

\$12,000.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$135	0	\$0.00
Principal	\$185	0	\$0.00
TOTAL		0	\$0.00

Total Amount Due \$14,192.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.
2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

Date: February 1, 2021

Invoice Number 2021-5262

Net 15 days

Mr. Liam O'Reilly, PE, Chairman
Three Rivers CDD
 c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Reference: Tributary Unit 17
Engineering and Permitting
Nassau County, FL
DEG Project Number 2106.012

Task 1 Preliminary Engineering **\$10,670.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$10,670.00	0	\$10,670.00	100	\$10,670.00	\$9,603.00	\$1,067.00

Task 2 Final Site Planning & FDP Submittal **\$5,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,500.00	0	\$5,500.00	40	\$2,200.00	\$1,375.00	\$825.00

Task 3 SJRWMD Design & Permitting **\$15,520.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	10	\$1,552.00	\$1,552.00	\$0.00

Task 4 Final Engineering & Design

\$29,100.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$29,100.00	0	\$29,100.00	20	\$5,820.00	\$2,910.00	\$2,910.00

Task 5a Permitting- ERP

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.00	0	\$0.00	\$0.00	\$0.00

Task 5b Permitting- Nassau County

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.000.00	0	\$0.00	\$0.00	\$0.00

Task 5c Permitting JEA & FDEP

\$3,880.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3880.00	0	\$3,880.00	0	\$0.00	\$0.00	\$0.00

Task 6 Coordination of Secondary Utility

\$1,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$1,500.00	0	\$1,500.00	0	\$0.00	\$0.00	\$0.00

Task 7 Construction Phase Services NTE

\$12,500.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$135	0	\$0.00
Principal	\$185	0	\$0.00
TOTAL		0	\$0.00

Total Amount Due \$4,802.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.
2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 66**

**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: 66
- (2) Name of Payee pursuant to Acquisition Agreement:

Bio-Tech Consulting, Inc.
3025 E. South Street
Orlando, FL 32803
- (3) Amount Payable: \$ 135.00
- (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): Tributary – SJRWMD ERP – Invoice 165818
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

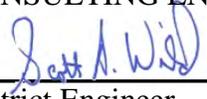
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

Date: April 1, 2022



Bio-Tech Consulting Inc.
Environmental and Permitting Services

3025 E. South Street | Orlando, FL 32803
(407) 894-5969 | info@btc-inc.com
(877) 894-5969 | www.bio-techconsulting.com

W. Esch OK

Invoice

Invoice #: 165818
Invoice Date: 2/18/2022
Project Manager: JM
Project #: 1138-01 Thr...
Contract #: 20-817

Bill To:

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

Project Name: Three Rivers Boardwalk
(20-817)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	26-01	ACOE - Pre-App Meeting	600.00	600.00		0	0.00%	0.00
	26-00	ACOE - Coordination	2,000.00	2,000.00	472.50	0	23.63%	0.00
	20-01	SJRWMD - Pre-App Meeting	600.00	600.00	600.00	0	100.00%	0.00
	20-17	SJRWMD - Permit Modification	3,375.00	3,375.00	405.00	0	12.00%	0.00
	20-18	SJRWMD - Permit Modification RAI	3,375.00	3,375.00	135.00	0	4.00%	0.00
1/11/2022	65-00	General Coordination - Meeting with trail designers	0.00	135.00		1		135.00

Current Charges \$135.00

Payments/Credits \$0.00

Invoice Total \$135.00

We appreciate your business!

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 67**

**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: **67**
- (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: **\$ 56,912.50**
- (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): **Edwards Road Water Main Surveying/ Design/Permitting - Invoice 201722 (Feb 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

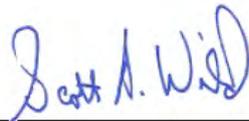
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

April 1, 2022



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

March 02, 2022
 Project No: 21326.00000
 Invoice No: 0201722

Project 21326.00000 Three Rivers CDD-Edwards Road Water Main
 Surveying/Design/Permitting

Professional Services rendered through February 26, 2022

Task 01.1 Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Subsurface Utility Services	12,470.00	16.0385	2,000.00	2,000.00	0.00
2.Preliminary Engineering	16,530.00	100.00	16,530.00	16,530.00	0.00
3.Watermain Design	66,120.00	50.00	33,060.00	0.00	33,060.00
4.Traffic Control Analysis & Plan Prep	12,540.00	50.00	6,270.00	0.00	6,270.00
5.JEA Utility Plan Approval Coordination	5,040.00	50.00	2,520.00	0.00	2,520.00
6.DEP Sanitary Sewer Collection Sys Perm	2,140.00	0.00	0.00	0.00	0.00
7.DEP Water Distribution Sys Permit	2,140.00	0.00	0.00	0.00	0.00
8.Nassau County Development Review Commi	5,400.00	0.00	0.00	0.00	0.00
9.SJRWMD Permit	6,300.00	0.00	0.00	0.00	0.00
10.NPDES Notice of Intent	1,125.00	0.00	0.00	0.00	0.00
Total Fee	129,805.00		60,380.00	18,530.00	41,850.00
Total Fee				41,850.00	
			Total this Task	\$41,850.00	

Task 11 Master Utility Plan

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
11.1 Update Utility Model	23,750.00	100.00	23,750.00	17,812.50	5,937.50
11.2 Schematic Master Utility Plan	18,250.00	100.00	18,250.00	9,125.00	9,125.00
Total Fee	42,000.00		42,000.00	26,937.50	15,062.50
Total Fee				15,062.50	
			Total this Task	\$15,062.50	

Task XP Expenses

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32239 • tel 904-943-8880 • fax 904-943-9485
 CA-00002584 LC-0000518

Total this Task

0.00

Invoice Total this Period

\$56,912.50

Outstanding Invoices

Number	Date	Balance
0201309	2/2/2022	18,715.50
Total		18,715.50

England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-649-9485
CA-00002584 LC-000016

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B111

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 68**

**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: **68**
- (2) Name of Payee pursuant to Acquisition Agreement:
ELM, Inc.
1035 Kings Avenue
Jacksonville, FL 32207
- (3) Amount Payable: **\$ 7,688.44**
- (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): **Professional architectural services – Invoice 19772 (Mar 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

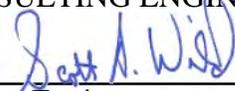
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

Date: April 7, 2022



APPROVED

By Mike Taylor at 4:44 pm, Apr 06, 2022

MONTHLY INVOICE

BILL TO

Three Rivers CDD
2300 Glades Road, Ste. 410W
Boca Raton, FL 33431

Project Description: Three Rivers Community Development District

For Professional Services Rendered from March 1, 2022 thru March 31, 2022

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19772	Mar 31, 2022	Apr 30, 2022	19-32	\$7,688.44

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase	Amount Billed	%	Value of	Amount
			Completed		complete	Completed	remaining
21 Entry and Blvd Improvements	10.42%	\$41,900.00	100.00%	\$41,900.00	0.00%	\$0.00	\$0.00
Task A - L/H - DD	3.70%	\$14,900.00	100.00%	\$14,900.00	0.00%	\$0.00	\$0.00
Task B - L/H - CD's	6.71%	\$27,000.00	100.00%	\$27,000.00	0.00%	\$0.00	\$0.00
22 North Amenity Design (Bldg, Structures & Site Imp)	77.47%	\$311,600.00	100.00%	\$311,600.00	0.00%	\$0.00	\$0.00
Task A - Schematic Design	9.12%	\$36,700.00	100.00%	\$36,700.00	0.00%	\$0.00	\$0.00
Task B - Design Development	9.60%	\$38,600.00	100.00%	\$38,600.00	0.00%	\$0.00	\$0.00
Task C - Construction Docs	41.22%	\$165,800.00	100.00%	\$165,800.00	0.00%	\$0.00	\$0.00
Task D - L/H - DD Amenity Site	5.72%	\$23,000.00	100.00%	\$23,000.00	0.00%	\$0.00	\$0.00
Task E - L/H - CD's Amenity Site	11.81%	\$47,500.00	100.00%	\$47,500.00	0.00%	\$0.00	\$0.00
23 Site Improvements-Dog Park/Pocket Park/Bus Stop	12.11%	\$48,700.00	100.00%	\$48,700.00	0.00%	\$0.00	\$0.00
Task A - SD - Site Imp	2.24%	\$9,000.00	100.00%	\$9,000.00	0.00%	\$0.00	\$0.00
Task B - DD L/H Site Imp	3.16%	\$12,700.00	100.00%	\$12,700.00	0.00%	\$0.00	\$0.00
Task C - CDs L/H Site Imp	6.71%	\$27,000.00	100.00%	\$27,000.00	0.00%	\$0.00	\$0.00
	100.00%	\$402,200.00	100.00%	\$402,200.00	0.00%	\$0.00	\$0.00

Basic Services

Role	Hrs	Extension
26 Construction Observation		
Architect Associate	4.00	\$340.00
Landscape Architect - Level 3	11.50	\$1,610.00
Senior Architect	27.00	\$5,670.00
26 Construction Observation Total:	42.50	\$7,620.00
Basic Services Sub Total:	42.50	\$7,620.00

Expenses

Expense Type	Amount
26 Construction Observation	
Mileage	\$68.44
26 Construction Observation Total:	\$68.44
Expenses Total:	\$68.44



MONTHLY INVOICE

Project Description: Three Rivers Community Development District

For Professional Services Rendered from March 1, 2022 thru March 31, 2022

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19772	Mar 31, 2022	Apr 30, 2022	19-32	\$7,688.44

Invoice Total: \$7,688.44

Please make payments to ELM Inc.



Slip Details

Basic Services

<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Extension</u>
<i>26 Construction Observation</i>							
3/1/2022	JL	Architecture	RFI response, follow up from meeting yesterday, final stain color and location discussions	2.00	\$210.00	\$420.00	\$420.00
3/1/2022	DP	Landscape Architecture	Zoysia grass review and discussion with Michael Taylor.	1.00	\$140.00	\$140.00	\$140.00
3/2/2022	JL	Architecture	RFI response, ASI-007 - exterior finish materials, follow up from Monday meeting, review of drawing details to provide that follow up.	4.25	\$210.00	\$892.50	\$892.50
3/3/2022	JL	Architecture	ASI-007 - exterior finish selections.	5.00	\$210.00	\$1,050.00	\$1,050.00
3/4/2022	DP	Landscape Architecture	Travel to and from site for playground coordination with A/W and Tree Amigos. Discussed turf areas and there installation.	4.00	\$140.00	\$560.00	\$560.00
3/4/2022	DTB	Landscape Architecture	Site Visit	4.00	\$85.00	\$340.00	\$340.00
3/7/2022	JL	Architecture	Gates and column wraps research.	0.50	\$210.00	\$105.00	\$105.00
3/10/2022	JL	Architecture	Entry gate redesign, RFI response.	3.50	\$210.00	\$735.00	\$735.00
3/11/2022	JL	Architecture	Submittal Review	1.00	\$210.00	\$210.00	\$210.00
3/14/2022	JL	Architecture	Site Visit	2.00	\$210.00	\$420.00	\$420.00
3/15/2022	JL	Architecture	Forward construction photos and submittal to Ansana. Correspondence with Ansana regarding painting of ceiling components. Provide area calculations to Greenpointe.	0.75	\$210.00	\$157.50	\$157.50
3/16/2022	JL	Architecture	Submittal review, issue ASI-008, review client signage.	3.25	\$210.00	\$682.50	\$682.50
3/21/2022	JL	Architecture	OAC meeting and site walk, review PCO's.	3.50	\$210.00	\$735.00	\$735.00
3/24/2022	JL	Architecture	Reach out to Nancy regarding FFE.	0.25	\$210.00	\$52.50	\$52.50
3/25/2022	DP	Landscape Architecture	Driving to and from site. Walked site with Mike Taylor and Bill. discussed a better away of re-doing the dog park obstacles and blocking the white backs of marketing signs.	3.50	\$140.00	\$490.00	\$490.00
3/28/2022	JL	Architecture	Submittal review.	1.00	\$210.00	\$210.00	\$210.00



<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Extension</u>
3/29/2022	DP	Landscape Architecture	Reviewing RFI #'s 28,29 and 30. Drafting a revised grading plan at the pickle ball courts per RFI #28 and Mike Taylor's direction. Recontoured the area between pickle ball and playground, added three yard drains and ADS pipe. Returned to Auld & White.	3.00	\$140.00	\$420.00	\$420.00
26 Construction Observation Total:				42.50		\$7,620.00	\$7,620.00
Total Basic Services:						\$7,620.00	\$7,620.00

Expenses

<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Amount</u>
<i>26 Construction Observation</i>							
3/21/2022	JL	Architecture	Site Visit	52.00	\$0.59	\$30.68	\$30.68
3/25/2022	DP	Landscape Architecture	Site Visit	64.00	\$0.59	\$37.76	\$37.76
26 Construction Observation Total:				116.00		\$68.44	\$68.44
Total Expenses:						\$68.44	\$68.44

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 70**

**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: **70**
- (2) Name of Payee pursuant to Acquisition Agreement:
Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, FL 32216
- (3) Amount Payable: **\$ 1,130.00**
- (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): **Amenity Center Engineering and Permitting (Task 5 Construction Phase Services) Invoice 2022-5273**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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

April 7, 2022

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

Date: April 1, 2022

Invoice Number 2022-5273

Net 15 days

Mr. Liam O'Reilly, PE, Chairman
Three Rivers CDD
c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Reference: Amenity Center
Engineering and Permitting
Tributary, Nassau County, FL
DEG Project Number 2106.007**

Task 5 Construction Phase Services NTE

\$7500.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	2	\$200.00
Engineer	\$125	3	\$375.00
Principal	\$185	3	\$555.00
TOTAL		8	\$1,130.00

1. Close out work
2. Review Contractor pay app

Total Amount Due \$1,130.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 71**

**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: **71**
- (2) Name of Payee pursuant to Acquisition Agreement:
Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, FL 32216
- (3) Amount Payable: **\$ 1,050.00**
- (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): **Offsite Water Main Extension & Second Entrance Construction Phase Services (Task 1 Offsite Water Main Extension & 2nd Entrance Design) Invoice 2022-5261**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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

April 7, 2022

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

Date: April 1, 2022
 Invoice Number 2022-5261
 Net 15 days

Mr. Liam O'Reilly, PE, Chairman
 Three Rivers CDD
 c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

**Reference: Offsite Water Main Extension and Second Entrance
 Tributary, Nassau County, FL
 DEG Project Number 2106.010**

Task 1 Offsite Water Main Extension & 2nd Entrance Design \$35,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$35,000.00	0	\$35,000.00	78	\$27,300.00	\$26,250.00	\$1,050.00

Task 2a Nassau County Permitting \$3,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,000.00	0	\$3,000.00	20	\$600.00	\$600.00	\$0.00

Task 2b JEA (water & reuse) Permitting \$2,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$2,000.00	0	\$2,000.00	40	\$800.00	\$800.00	\$0.00

Task 2c FDOT Permitting

\$4,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,000.00	0	\$4,000.00	30	\$1,200.00	\$1,200.00	\$0.00

Task ADD001 Reuse Line Design

\$4,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,500.00	0	\$4,500.00	100	\$4,500.00	\$4,500.00	\$0.00

Amount Due \$1,050.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.
2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BVI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 72**

**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: **72**
- (2) Name of Payee pursuant to Acquisition Agreement:
Kutak Rock LLP
Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
- (3) Amount Payable: **\$ 1,710.00**
- (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): **Professional Legal Services related to project construction Invoice 3022818-123-3 (Feb 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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

April 7, 2022

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 30, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3022818

Client Matter No. 123-3

Mr. Craig Wrathell
Three Rivers CDD
Wrathell, Hunt & Associates, LLC
401W
2300 Glades Road
Boca Raton, FL 33431

Invoice No. 3022818
123-3

Re: Project Construction

For Professional Legal Services Rendered

02/01/22	W. Haber	0.90	270.00	Review and revise RFP for Unit 5
02/08/22	W. Haber	0.30	90.00	Review and respond to correspondence regarding amendment to Auld and White agreement
02/09/22	W. Haber	0.50	150.00	Confer with Kern regarding RFPs for Unit 5 and Unit 8
02/10/22	W. Haber	0.80	240.00	Review and revise Unit 5 RFP; confer with Mr. Schaeffer regarding same
02/14/22	W. Haber	0.50	150.00	Review lease documents for fitness equipment and confer with Mr. Dame regarding same
02/14/22	W. Haber	0.80	240.00	Finalize RFP Package for Unit 5
02/17/22	W. Haber	0.30	90.00	Confer with Dame and Taylor regarding lease for fitness equipment and review and revise same
02/18/22	W. Haber	0.20	60.00	Review revisions to equipment lease
02/21/22	W. Haber	0.60	180.00	Confer with Dame, Wrathell, and Taylor regarding fitness equipment lease

KUTAK ROCK LLP

Three Rivers CDD
March 30, 2022
Client Matter No. 123-3
Invoice No. 3022818
Page 2

02/24/22	W. Haber	0.40	120.00	Review and revise lease for equipment
02/25/22	W. Haber	0.20	60.00	Confer with Dame regarding equipment lease
02/28/22	W. Haber	0.20	60.00	Finalize review of equipment lease and confer with Dame and Taylor regarding same

TOTAL HOURS 5.70

TOTAL FOR SERVICES RENDERED \$1,710.00

TOTAL CURRENT AMOUNT DUE \$1,710.00

UNPAID INVOICES:

January 31, 2022	Invoice No. 2979381	1,140.00
March 3, 2022	Invoice No. 3009835	1,020.00

TOTAL DUE \$3,870.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B VII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 74**

**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: 74
- (2) Name of Payee pursuant to Acquisition Agreement:

ECS Florida LLC
14026 Thunderbolt Place, Suite 600
Chantilly, VA 20151
- (3) Amount Payable: \$ 2,000.00
- (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): **Geotechnical Services Tributary Spine Road - Invoice 960254 (Mar 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

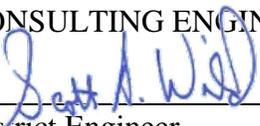
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

Date: April 11, 2022



PLEASE REMIT TO:
ECS FLORIDA, LLC
14026 THUNDERBOLT PLACE, SUITE 600
CHANTILLY, VA 20151

Invoice Date

4/8/2022

Invoice Number

960254

Always Refer To
Above Number

PROJECT NAME: Tributary Spine Road
Nassau, FL

TO: Gregg Kern
 Three Rivers CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:159402	35:32809	4/2/2022	DUE UPON RECEIPT

**Please Pay
This Amount: \$2,000.00**

Description	Quantity	Units	Unit Price	Extension	Total
Partial Invoice for Geotechnical Services					\$2,000.00
				Subtotal:	\$2,000.00

Invoice Total - Please Remit => \$2,000.00

If you have any questions regarding this invoice,
 please contact **Nathan Hildreth** at 904.880.0960

*** BUDGET SUMMARY ***

Budget Estimate:	\$4,300.00
Previously Invoiced:	\$0.00
Amt. This Invoice:	\$2,000.00
Amt. Remaining:	\$2,300.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B VIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 75**

**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: 75
- (2) Name of Payee pursuant to Acquisition Agreement:

Clary & Associates, Inc.
3830 Crown Point Road, Suite A
Jacksonville, FL 32257
- (3) Amount Payable: \$ 450.00
- (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): **Map and Description of JEA Utility Easement at Amenity Center-Invoice 2022-312**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

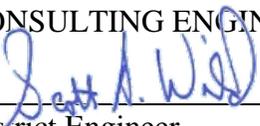
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

Date: April 12, 2022

Clary & Associates, Inc.

3830 Crown Point Road Suite A • Jacksonville, Florida 32257 • (904)260-2703

INVOICE NO: 2022-312
DATE: 03/31/22

PAGE 1

4895
THREE RIVERS DEVELOPERS LLC
7807 BAYMEADOWS RD. E, #205
Jacksonville FL 32256

ORDERED BY: LIAM O'REILLY

DESCRIPTION: 03/29/22 **W.O. NO** 2022-312

LOT : AMENITY CTR
SUBDIVISION: TRIBUTARY F/K/A THREE RIVERS UNIT 1A-1
SECTION : 14 TOWNSHIP: 2N RANGE: 26E
ADDRESS : EDWARDS RD
 : NASSAU
IN NAME OF : MAP & DESCRIPTION OF JEA UTILITY EASEMENT
 : AT AMENITY CENTER

MAP & LEGAL

450.00

TOTAL DUE \$450.00

**PAYMENT DUE 10 DAYS FROM RECEIPT
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT**

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 76**

**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: 76
- (2) Name of Payee pursuant to Acquisition Agreement:

Bio-Tech Consulting, Inc.
3025 E. South Street
Orlando, FL 32803
- (3) Amount Payable: \$ 825.00
- (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): Tributary – SJRWMD ERP – Invoices 165820 & 166239
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

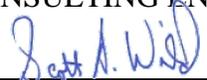
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

Date: April 12, 2022

Invoice

Invoice #: 166239
Invoice Date: 3/11/2022
Project Manager: JM
Project #: 1138-04 Tri...
Contract #: 21-1933

Bill To:

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

Project Name: Tributary (Phase 1B Units 10 & 15)
 (21-1933)
 WO #5

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	20-12	SJRWMD - ERP Application	6,000.00	3,000.00	3,000.00	0.0	50.00%	0.00
	20-13	SJRWMD - ERP Application RAI	10,000.00	10,000.00	3,150.00	0.0	31.50%	0.00
	20-14	SJRWMD - ERP Meetings	3,000.00	3,000.00	675.00	0.0	22.50%	0.00
	20-21	SJRWMD - CE Documents Submittal	6,000.00	6,000.00		0.0	0.00%	0.00
	25-00	FDEP - Coordination	3,000.00	3,000.00		0.0	0.00%	0.00
	65-00	General Coordination -	6,000.00	150.00	762.50	2.5	18.96%	375.00
		TOTAL						
2/24/2022	65-00PM	General Coordination -Call with client to discuss CE and next steps				0.5		
2/24/2022	65-00FB	General Coordination - CE discussion w Gregg Kern/CAD work				1.5		
2/24/2022	65-00PM	General Coordination - Call with client to discuss CE and next steps				0.5		

We appreciate your business!

Current Charges	\$375.00
Payments/Credits	\$0.00
Invoice Total	\$375.00

Invoice

Invoice #: 165820
Invoice Date: 2/18/2022
Project Manager: JM
Project #: 1138-04 Tri...
Contract #: 21-1933

Bill To:

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

Project Name: Tributary (Phase 1B Units 10 & 15)
 (21-1933)
 WO #5

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	20-12	SJRWMD - ERP Application	6,000.00	3,000.00	3,000.00	0	50.00%	0.00
	20-13	SJRWMD - ERP Application RAI	10,000.00	10,000.00	3,150.00	0	31.50%	0.00
	20-14	SJRWMD - ERP Meetings	3,000.00	3,000.00	675.00	0	22.50%	0.00
	20-21	SJRWMD - CE Documents Submittal	6,000.00	6,000.00		0	0.00%	0.00
	25-00	FDEP - Coordination	3,000.00	3,000.00		0	0.00%	0.00
	65-00	General Coordination ***TOTAL***	6,000.00	150.00		3	7.50%	450.00
1/11/2022	65-00PM	General Coordination - Call with Avid Trails re: boardwalk planning, SJRWMD Coord, Phase 10 & 15 review				1		
1/14/2022	65-00PM	General Coordination - Call with Avid Trails re: boardwalk planning, SJRWMD Coord, Phase 10 & 15 review				2		

We appreciate your business!

Current Charges	\$450.00
Payments/Credits	\$0.00
Invoice Total	\$450.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 77**

**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: 77
- (2) Name of Payee pursuant to Acquisition Agreement:

Avid Trails LLC
PO Box 527
Lambertville, NJ 08530
- (3) Amount Payable: \$ 4,900.00
- (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): **Consulting Services (50% Deposit) Invoice-Tributary-06**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

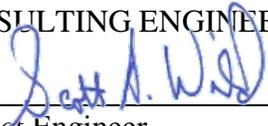
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

Date: April 14, 2022

Avid Trails LLC
P.O. Box 527
Lambertville, NJ 08530
avidtrails.com



AVID TRAILS

INVOICE

BILL TO

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

INVOICE # Tributary-06

DATE 04/13/2022

DUE DATE 04/13/2022

TERMS Due on receipt

APPROVED

By Mike Taylor at 9:49 am, Apr 14, 2022

ACTIVITY	QTY	RATE	AMOUNT
Avid Trails Consulting 50% deposit to begin work	1	4,900.00	4,900.00

BALANCE DUE

\$4,900.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BXI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 78**

**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: **78**
- (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: **\$ 23,370.60**
- (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 Units 8, 10, 12 and 15 Mass Grading and Construction Document Preparation (Jan 2022) Invoice 201488**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

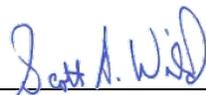
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

April 19, 2022



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

February 08, 2022
 Project No: 21131.00000
 Invoice No: 0201488

Project 21131.00000 Tributary Units 8, 10, 12 and 15 Mass Grading and Construction
 Document Preparation

Professional Services rendered through January 31, 2022

Task 01 Preliminary Engineering/Mass Grading

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Stormwater Modeling & Calculations	27,800.00	75.00	20,850.00	20,850.00	0.00
2.Final Mass Grading Engineering/Construction Documents	30,200.00	55.00	16,610.00	16,610.00	0.00
3. Regulatory Permitting					
a. Nassau County	7,400.00	0.00	0.00	0.00	0.00
b.SJRWMD ERP	22,400.00	65.00	14,560.00	11,200.00	3,360.00
Total Fee	87,800.00		52,020.00	48,660.00	3,360.00
Total Fee				3,360.00	
				Total this Task	
				\$3,360.00	

Task 02 Construction Document Preparation

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
4.Site Plan Revisions	13,500.00	100.00	13,500.00	11,475.00	2,025.00
5.Final Subdivision Construction Documents	244,150.00	65.00	158,697.50	146,490.00	12,207.50
6.Sanitary Sewer Pump Station Design	27,750.00	35.00	9,712.50	8,325.00	1,387.50
7.Code Minimum Landscape Plan	8,900.00	60.00	5,340.00	5,340.00	0.00
8. Regulatory Permitting					
a.Nassau County Final Develop. Plan	12,800.00	75.00	9,600.00	9,600.00	0.00
b.Nassau County Cons. Plan Review	10,500.00	50.00	5,250.00	4,200.00	1,050.00
c.JEA Utility Plan Approval	7,500.00	50.00	3,750.00	3,000.00	750.00
d.JEA Sanitary Sewer Collection Sys.Perm	2,000.00	0.00	0.00	0.00	0.00
e.JEA Water Distribution System Permit	2,000.00	0.00	0.00	0.00	0.00

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-00002584 LC-0000316

f.SJRWMD ERP Modification	9,800.00	50.00	4,900.00	3,430.00	1,470.00
9.Electric Design Coordination	6,400.00	0.00	0.00	0.00	0.00
Total Fee	345,300.00		210,750.00	191,860.00	18,890.00
	Total Fee				18,890.00
			Total this Task		\$18,890.00

Task	02.10	Project Management			
Professional Personnel					
			Hours	Rate	Amount
Principal - Vice President					
Wild, Scott	1/15/2022		1.00	245.00	245.00
Totals			1.00		245.00
	Total Labor				245.00
			Current	Prior	To-Date
Total Billings			245.00	9,818.50	10,063.50
Contract Limit					15,000.00
Remaining					4,936.50
				Total this Task	\$245.00

Task	XP	Expenses			
Expenses					
Classified Advertising					751.82
Reproductions					9.57
	Total Expenses		1.15 times	761.39	875.60
			Total this Task		\$875.60

Invoice Total this Period \$23,370.60

Outstanding Invoices

Number	Date	Balance
0201234	1/12/2022	73,720.01
Total		73,720.01

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BXII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 79**

**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: **79**
- (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: **\$ 17,766.49**
- (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 Units 8, 10, 12 and 15 Mass Grading and Construction Document Preparation (Feb 2022) Invoice 201860**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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

April 19, 2022



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

March 07, 2022
 Project No: 21131.00000
 Invoice No: 0201860

Project 21131.00000 Tributary Units 8, 10, 12 and 15 Mass Grading and Construction
 Document Preparation

Professional Services rendered through February 26, 2022

Task 01 Preliminary Engineering/Mass Grading

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Stormwater Modeling & Calculations	27,800.00	75.00	20,850.00	20,850.00	0.00
2.Final Mass Grading Engineering/Construction Documents	30,200.00	55.00	16,610.00	16,610.00	0.00
3. Regulatory Permitting					
a. Nassau County	7,400.00	0.00	0.00	0.00	0.00
b.SJRWMD ERP	22,400.00	65.00	14,560.00	14,560.00	0.00
Total Fee	87,800.00		52,020.00	52,020.00	0.00
Total Fee					0.00
Total this Task					0.00

Task 02 Construction Document Preparation

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
4.Site Plan Revisions	13,500.00	100.00	13,500.00	13,500.00	0.00
5.Final Subdivision Construction Documents	244,150.00	70.00	170,905.00	158,697.50	12,207.50
6.Sanitary Sewer Pump Station Design	27,750.00	50.00	13,875.00	9,712.50	4,162.50
7.Code Minimum Landscape Plan	8,900.00	60.00	5,340.00	5,340.00	0.00
8. Regulatory Permitting					
a.Nassau County Final Develop. Plan	12,800.00	75.00	9,600.00	9,600.00	0.00
b.Nassau County Cons. Plan Review	10,500.00	50.00	5,250.00	5,250.00	0.00
c.JEA Utility Plan Approval	7,500.00	50.00	3,750.00	3,750.00	0.00
d.JEA Sanitary Sewer Collection Sys.Perm	2,000.00	0.00	0.00	0.00	0.00
e.JEA Water Distribution System Permit	2,000.00	0.00	0.00	0.00	0.00

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-00002584 LC-0000316

f.SJRWMD ERP Modification	9,800.00	50.00	4,900.00	4,900.00	0.00
9.Electric Design Coordination	6,400.00	0.00	0.00	0.00	0.00
Total Fee	345,300.00		227,120.00	210,750.00	16,370.00

Total Fee 16,370.00

Total this Task \$16,370.00

Task 02.10 Project Management

Professional Personnel

		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	2/12/2022	1.00	245.00	245.00
Wild, Scott	2/26/2022	1.00	245.00	245.00
Sr. Planner				
Haga, Lindsay	2/19/2022	1.00	182.00	182.00
Adminstrative Support				
Blair, Shelley	2/26/2022	5.00	84.00	420.00
Senior Engineer				
Katsaras, George	2/12/2022	.50	195.00	97.50
Totals		8.50		1,189.50
Total Labor				1,189.50

	Current	Prior	To-Date
Total Billings	1,189.50	10,063.50	11,253.00
Contract Limit			15,000.00
Remaining			3,747.00
			Total this Task \$1,189.50

Task XP Expenses

Expenses

Mileage			54.99
Permits			125.00
Total Expenses		1.15 times	179.99 206.99
			Total this Task \$206.99

Invoice Total this Period \$17,766.49

Outstanding Invoices

Number	Date	Balance
0201234	1/12/2022	73,720.01
0201488	2/8/2022	23,370.60
Total		97,090.61

England-Thimby & 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-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BXIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 80**

**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: **80**
- (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: **\$ 39,786.03**
- (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 Units 8, 10, 12 and 15 Mass Grading and Construction Document Preparation (Mar 2022) Invoice 202304**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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

April 19, 2022



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

April 11, 2022
 Project No: 21131.00000
 Invoice No: 0202304

Project 21131.00000 Tributary Units 8, 10, 12 and 15 Mass Grading and Construction
 Document Preparation

Professional Services rendered through April 2, 2022

Task 01 Preliminary Engineering/Mass Grading

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Stormwater Modeling & Calculations	27,800.00	85.00	23,630.00	20,850.00	2,780.00
2.Final Mass Grading Engineering/Construction Documents	30,200.00	55.00	16,610.00	16,610.00	0.00
3. Regulatory Permitting					
a. Nassau County	7,400.00	0.00	0.00	0.00	0.00
b.SJRWMD ERP	22,400.00	70.00	15,680.00	14,560.00	1,120.00
Total Fee	87,800.00		55,920.00	52,020.00	3,900.00
Total Fee				3,900.00	
				Total this Task	
				\$3,900.00	

Task 02 Construction Document Preparation

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
4.Site Plan Revisions	13,500.00	100.00	13,500.00	13,500.00	0.00
5.Final Subdivision Construction Documents	244,150.00	80.00	195,320.00	170,905.00	24,415.00
6.Sanitary Sewer Pump Station Design	27,750.00	65.00	18,037.50	13,875.00	4,162.50
7.Code Minimum Landscape Plan	8,900.00	60.00	5,340.00	5,340.00	0.00
8. Regulatory Permitting					
a.Nassau County Final Develop. Plan	12,800.00	85.00	10,880.00	9,600.00	1,280.00
b.Nassau County Cons. Plan Review	10,500.00	65.00	6,825.00	5,250.00	1,575.00
c.JEA Utility Plan Approval	7,500.00	65.00	4,875.00	3,750.00	1,125.00
d.JEA Sanitary Sewer Collection Sys.Perm	2,000.00	0.00	0.00	0.00	0.00
e.JEA Water Distribution System Permit	2,000.00	0.00	0.00	0.00	0.00

England-Thimys & Miller, Inc.

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 CA-00002584 LC-0000316

f.SJRWMD ERP Modification	9,800.00	50.00	4,900.00	4,900.00	0.00
9.Electric Design Coordination	6,400.00	0.00	0.00	0.00	0.00
Total Fee	345,300.00		259,677.50	227,120.00	32,557.50

Total Fee 32,557.50

Total this Task \$32,557.50

Task 02.10 Project Management

Professional Personnel

	Hours	Rate	Amount	
Principal - Vice President				
Wild, Scott	3/26/2022	1.00	245.00	245.00
Project Manager				
Milligan, Neal	3/12/2022	5.50	180.00	990.00
Senior Engineer				
Katsaras, George	3/5/2022	.50	195.00	97.50
Totals		7.00		1,332.50
Total Labor				1,332.50

	Current	Prior	To-Date	
Total Billings	1,332.50	11,253.00	12,585.50	
Contract Limit			15,000.00	
Remaining			2,414.50	
				Total this Task \$1,332.50

Task XP Expenses

Expenses

Classified Advertising			459.74	
Mileage			42.12	
Delivery / Messenger Svc			83.82	
Permits			1,150.00	
Total Expenses		1.15 times	1,735.68	1,996.03
			Total this Task	\$1,996.03

Invoice Total this Period \$39,786.03

Outstanding Invoices

Number	Date	Balance
0201234	1/12/2022	73,720.01
0201488	2/8/2022	23,370.60
0201860	3/7/2022	17,766.49
Total		114,857.10

England-Thimby & Miller, Inc.

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THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BXIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 81**

**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: **81**
- (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: **\$ 19,655.00**
- (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): **Edwards Road Water Main Surveying/Design/Permitting – Invoice 202164 (Mar 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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

April 19, 2022



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

April 07, 2022
 Project No: 21326.00000
 Invoice No: 0202164

Project 21326.00000 Three Rivers CDD-Edwards Road Water Main
 Surveying/Design/Permitting

Professional Services rendered through April 2, 2022

Task 01.1 Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Subsurface Utility Services	12,470.00	16.0385	2,000.00	2,000.00	0.00
2.Preliminary Engineering	16,530.00	100.00	16,530.00	16,530.00	0.00
3.Watermain Design	66,120.00	75.00	49,590.00	33,060.00	16,530.00
4.Traffic Control Analysis & Plan Prep	12,540.00	75.00	9,405.00	6,270.00	3,135.00
5.JEA Utility Plan Approval Coordination	5,040.00	50.00	2,520.00	2,520.00	0.00
6.DEF Sanitary Sewer Collection Sys Perm	2,140.00	0.00	0.00	0.00	0.00
7.DEF Water Distribution Sys Permit	2,140.00	0.00	0.00	0.00	0.00
8.Nassau County Development Review Commi	5,400.00	0.00	0.00	0.00	0.00
9.SJRWMD Permit	6,300.00	0.00	0.00	0.00	0.00
10.NPDES Notice of Intent	1,125.00	0.00	0.00	0.00	0.00
Total Fee	129,805.00		80,045.00	60,380.00	19,665.00
Total Fee				19,665.00	
			Total this Task	\$19,665.00	

Task 11 Master Utility Plan

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
11.1 Update Utility Model	23,750.00	100.00	23,750.00	23,750.00	0.00
11.2 Schematic Master Utility Plan	18,250.00	100.00	18,250.00	18,250.00	0.00
Total Fee	42,000.00		42,000.00	42,000.00	0.00
Total Fee				0.00	
			Total this Task	0.00	

Task XP Expenses

Total this Task 0.00

Invoice Total this Period \$19,665.00

Outstanding Invoices

Number	Date	Balance
0201309	2/2/2022	18,715.50
0201722	3/2/2022	56,912.50
Total		75,628.00

England-Thimys & Miller, Inc.

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THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BXV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 82**

**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: **82**
- (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: **\$ 77.50**
- (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): **Master Site Planning for Phases 10-13 – Invoice 202143 (Mar 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

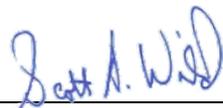
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

April 19, 2022



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

April 06, 2022
 Project No: 22121.00000
 Invoice No: 0202143

Project 22121.00000 Three Rivers CDD - (WA#17) MASTER SITE PLANNING FOR PHASES 10 - 13

Professional Services rendered through April 2, 2022

Task 01 Master Site Planning

Professional Personnel

			Hours	Rate	Amount
Sr. Graphics Technician					
Merrell, Scott	4/2/2022		.50	155.00	77.50
Totals			.50		77.50
Total Labor					77.50

	Current	Prior	To-Date
Total Billings	77.50	0.00	77.50
Contract Limit			25,000.00
Remaining			24,922.50
Total this Task			\$77.50

Task 02 Master Plan Coordination

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			15,000.00
Remaining			15,000.00
Total this Task			0.00

Task XP Expenses

Total this Task 0.00

Invoice Total this Period \$77.50

England-Thimys & Miller, Inc.

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THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3C1

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 69**

**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: 69
- (2) Name of Payee pursuant to Acquisition Agreement:

Title Account: Auld & White Constructors, LLC
Bank: Branch Banking & Trust now Trust
Address: 200 W Forsyth St, Suite 500
Jacksonville, FL 32202

Account: 1100014497135
ABA: 263191387
- (3) Amount Payable: \$ 517,587.62
- (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): **Contractor Application for Payment No. 1709-19 Tributary Amenity Center and Entry Features (Mar 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

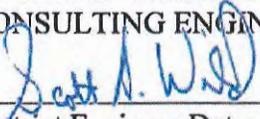
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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 Date:

April 7, 2022

Auld & White Constructors, LLC

Wire Instructions

The instructions are as follows:

Bank: Branch Banking & Trust now Truist

Address: 200 W Forsyth St, Suite 500
Jacksonville, Fl 32202

Acct: 1100014497135

ABA: 263191387

Title: Auld & White Constructors LLC, Operating Depository
Account

Memo: Please indicate the invoice number being paid

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Three Rivers CDD, C/O Wrathell, Hunt and Associ
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Project: 1709- Tributary Amenity Center and Entry
 Feature
 Owner Proj. No:

Application No. : 1709-19

Distribution to :
 Owner
 Architect
 Contractor

Period To: 3/31/2022

From Contractor: AULD & WHITE CONSTRUCTORS, LLC
 4168 Southpoint Parkway, Suite 101
 Jacksonville, FL 32216

Via Architect: ELM

Project Nos: 19-32.1

Contract For: Entry Feature & Amenity Center

Contract Date: 10/26/2020

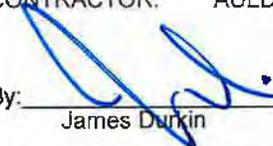
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached

1. Original Contract Sum	\$8,832,200.00
2. Net Change By Change Order	\$285,584.00
3. Contract Sum To Date	\$9,117,784.00
4. Total Completed and Stored To Date	\$7,631,989.81
5. Retainage:	
a. 8.52% of Completed Work	\$650,288.30
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$650,288.30
6. Total Earned Less Retainage	\$6,981,701.51
7. Less Previous Certificates For Payments	\$6,464,113.89
8. Current Payment Due	\$517,587.62
9. Balance To Finish, Plus Retainage	\$2,136,082.49

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 were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AULD & WHITE CONSTRUCTORS

By: 
 James Durkin

Date: 4/5/22

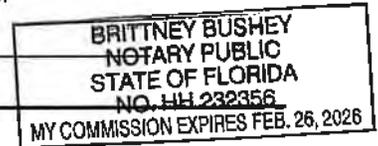
State of: Florida

County of: Duval
 day of

Subscribed and sworn to before me this

Notary Public:

My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

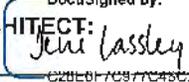
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance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

AMOUNT CERTIFIED \$ 517,587.62

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DocuSigned by:

ARCHITECT:

By: 
 Jeni Lassley

Date: 4/6/2022

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$392,379.00	\$119,485.00
Total Approved this Month	\$12,690.00	\$0.00
TOTALS	\$405,069.00	\$119,485.00
Net Changes By Change Order	\$285,584.00	

CONTINUATION SHEET**Application and Certification for Payment**, containing

Contractor's signed certification is attached.

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

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

Application No. : 19

Application Date : 04/04/22

To: 03/31/22

Architect's Project No.: 19-32.1

Invoice # : 13097

Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
900	CONSTRUCTION MANAGER'S FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
10.00	FIXED GENERAL CONDITIONS	477,045.00	0.00	477,045.00	462,285.00	14,760.00	0.00	477,045.00	100.00%	0.00	47,704.50
10.02	SITE WORK	10,000.00	0.00	10,000.00	4,147.76	0.00	0.00	4,147.76	41.48%	5,852.24	200.77
10.03	SITE WORK	602,424.00	47,823.31	650,247.31	572,082.35	75,088.56	0.00	647,170.91	99.53%	3,076.40	64,717.10
20.00	GENERAL REQUIREMENTS	292,631.00	1,522.00	294,153.00	292,468.58	21,814.33	0.00	314,282.91	106.84%	-20,129.91	31,428.29
20.02	BOARDWALK	221,100.00	19,850.00	240,950.00	218,750.00	0.00	0.00	218,750.00	90.79%	22,200.00	0.00
20.03	FENCING & GATES	52,107.00	3,550.00	55,657.00	458.17	0.00	0.00	458.17	0.82%	55,198.83	45.82
30.00	BUILDERS RISK & GEN. LIABILITY INSURANCE	157,950.00	6,668.00	164,618.00	137,324.00	1,329.00	0.00	138,653.00	84.23%	25,965.00	13,865.30
30.02	BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	24,000.00	0.00	24,000.00	13,907.00	0.00	0.00	13,907.00	57.95%	10,093.00	0.00
30.03	BOARDWALK	83,500.00	7,500.00	91,000.00	75,500.00	0.00	0.00	75,500.00	82.97%	15,500.00	7,550.00
40.00	PERFORMANCE & PAYMENT BOND	52,800.00	3,734.00	66,534.00	51,080.00	0.00	0.00	51,080.00	76.77%	15,454.00	5,108.00
40.02	LANDSCAPING & IRRIGATION	722,200.00	(71,371.00)	650,829.00	656,002.00	0.00	0.00	656,002.00	100.79%	-5,173.00	422.00
40.03	PAVERS	114,250.00	0.00	114,250.00	0.00	0.00	0.00	0.00	0.00%	114,250.00	0.00
50.00	BUILDING PERMIT FEES	36,200.00	841.00	37,041.00	25,471.37	60.00	0.00	25,531.37	68.93%	11,509.63	2,553.14
50.02	BOARDWALK SEALING	9,000.00	0.00	9,000.00	8,250.00	0.00	0.00	8,250.00	91.67%	750.00	825.00
50.03	LANDSCAPE & IRRIGATION	254,167.00	17,375.00	271,542.00	55,585.00	11,240.00	0.00	66,825.00	24.61%	204,717.00	6,682.50
60.01	SITE WORK	15,000.00	0.00	15,000.00	12,775.89	0.00	0.00	12,775.89	85.17%	2,224.11	229.81
60.03	CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	270,321.00	57,270.93	327,591.93	295,998.27	20,199.12	0.00	316,197.39	96.52%	11,394.54	31,619.75
70.01	PAVERS	5,300.00	0.00	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00%	0.00	0.00
70.03	CIVIL PERMIT COMMENTS - ALLOWANCE	10,000.00	0.00	10,000.00	9,000.00	0.00	0.00	9,000.00	90.00%	1,000.00	900.00
80.01	CONCRETE	28,800.00	0.00	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00%	0.00	0.00
80.03	ADDITIONAL YARD DRAINS - ALLOWANCE	5,000.00	35,002.00	40,002.00	40,002.00	0.00	0.00	40,002.00	100.00%	0.00	4,000.20
90.01	MASONRY	45,000.00	0.00	45,000.00	45,460.00	0.00	0.00	45,460.00	101.02%	-460.00	0.00
90.03	BUS STOP - ALLOWANCE	9,700.00	0.00	9,700.00	0.00	0.00	0.00	0.00	0.00%	9,700.00	0.00
00.01	TABBSTONE STUCCO - ALLOWANCE	35,800.00	0.00	35,800.00	20,600.00	0.00	0.00	20,600.00	57.54%	15,200.00	0.00
00.03	MASONRY	122,542.00	0.00	122,542.00	115,330.08	0.00	0.00	115,330.08	94.11%	7,211.92	11,533.01
10.01	SIGNAGE	11,900.00	0.00	11,900.00	11,114.00	0.00	0.00	11,114.00	93.39%	786.00	0.00
10.03	STRUCTURAL STEEL & MISC. METAL	51,057.00	0.00	51,057.00	31,400.00	1,650.00	0.00	33,050.00	64.73%	18,007.00	3,305.00
20.01	SWING ARBORS	14,400.00	0.00	14,400.00	14,927.11	0.00	0.00	14,927.11	103.66%	-527.11	83.85
20.03	ROUGH & FINISH CARPENTRY	860,206.00	5,213.00	865,419.00	832,040.93	20,993.00	0.00	853,033.93	98.57%	12,385.07	85,303.39
30.01	FOUNTAIN POT FEATURE - ALLOWANCE	2,500.00	0.00	2,500.00	789.69	0.00	0.00	789.69	31.59%	1,710.31	0.00
30.03	MILLWORK	227,987.00	(26,027.00)	201,960.00	80,000.00	82,845.50	0.00	162,845.50	80.63%	39,114.50	16,284.55

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 19

Application Date : 04/04/22

To: 03/31/22

Architect's Project No.: 19-32.1

Invoice #: 13097

Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
40.01	PLUMBING - ALLOWANCE	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00%	3,000.00	0.00	
40.03	INT. WOOD BEAM BRACKETS - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	5,000.00	0.00	50.00%	5,000.00	500.00	
50.01	ELECTRICAL	107,900.00	0.00	107,900.00	105,898.00	0.00	0.00	98.14%	2,002.00	0.00	
50.03	ROOFING	143,541.00	0.00	143,541.00	133,845.00	547.06	0.00	93.63%	9,148.94	13,439.21	
60.03	SEALANTS / CAULKING / WATERPROOFING	41,700.00	0.00	41,700.00	31,350.00	0.00	0.00	75.18%	10,350.00	3,135.00	
70.03	DOORS & HARDWARE	84,259.00	1,184.00	85,443.00	26,769.20	34,288.00	0.00	71.46%	24,385.80	6,105.72	
80.03	STOREFRONT & WINDOWS	237,589.00	0.00	237,589.00	173,978.42	11,030.00	0.00	77.87%	52,580.58	18,500.84	
90.03	DRYWALL & ACOUSTICAL CEILINGS	57,300.00	0.00	57,300.00	58,100.00	0.00	0.00	101.40%	-800.00	5,810.00	
00.03	STUCCO SYSTEM	40,600.00	0.00	40,600.00	31,986.18	1,895.00	0.00	83.45%	6,718.82	3,388.13	
10.03	FLOORING	96,600.00	(21,886.00)	74,714.00	56,578.77	5,504.43	0.00	83.09%	12,630.80	6,208.32	
20.03	FLOOR MOISTURE MITIGATION - ALLOWANCE	21,000.00	0.00	21,000.00	0.00	0.00	0.00	0.00%	21,000.00	0.00	
30.03	PAINTING	83,500.00	3,300.00	86,800.00	20,000.00	35,000.00	0.00	63.36%	31,800.00	5,500.00	
40.03	WALLCOVERING - ALLOWANCE	6,500.00	0.00	6,500.00	5,500.00	500.00	0.00	92.31%	500.00	600.00	
50.03	BUILDING SPECIALTIES	106,651.00	0.00	106,651.00	21,892.43	17,145.00	0.00	36.60%	67,613.57	3,903.74	
60.03	AMENITY SIGNAGE - ALLOWANCE	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
70.03	EQUIPMENT	20,568.00	0.00	20,568.00	0.00	0.00	0.00	0.00%	20,568.00	0.00	
80.03	WINDOW TREATMENTS	8,385.00	0.00	8,385.00	0.00	0.00	0.00	0.00%	8,385.00	0.00	
90.03	POOL - ALLOWANCE	835,000.00	119,990.00	954,990.00	822,066.93	60,164.33	0.00	92.38%	72,758.74	88,223.13	
00.03	PLAYGROUND	128,942.00	0.00	128,942.00	83,975.00	29,950.00	0.00	88.35%	15,017.00	11,392.50	
10.03	SPORTS COURTS & EQUIPMENT	66,062.00	0.00	66,062.00	37,062.00	16,000.00	0.00	80.32%	13,000.00	5,306.20	
20.03	ENTRY PAVILION - ALLOWANCE	100,000.00	0.00	100,000.00	47,216.00	3,964.00	0.00	51.18%	48,820.00	5,118.00	
30.03	BLDG & POOL FURNITURE - ALLOWANCE	275,000.00	0.00	275,000.00	227,084.27	0.00	0.00	82.58%	47,915.73	22,708.43	
40.03	PLUMBING	116,212.00	0.00	116,212.00	100,810.00	8,810.00	0.00	94.33%	6,592.00	10,962.00	
50.03	HVAC / MECHANICAL	143,750.00	11,200.00	154,950.00	153,700.00	1,250.00	0.00	100.00%	0.00	15,495.00	
60.03	ELECTRICAL	443,809.00	24,356.00	468,165.00	396,764.00	44,000.00	0.00	94.15%	27,401.00	44,076.40	
70.03	PARKING LOT LIGHT CONDUIT - ALLOWANCE	9,000.00	0.00	9,000.00	5,800.00	1,000.00	0.00	75.56%	2,200.00	680.00	
80.03	ELEC. FOR FUTURE SCREENS - ALLOWANCE	5,000.00	0.00	5,000.00	4,470.00	0.00	0.00	89.40%	530.00	447.00	
90.03	ELECTRICAL FOR POOL - ALLOWANCE	10,000.00	0.00	10,000.00	7,130.00	0.00	0.00	71.30%	2,870.00	713.00	
00.03	LOW VOLTAGE SYSTEMS - ALLOWANCE	100,000.00	74,262.76	174,262.76	40,019.50	25,624.80	0.00	37.67%	108,618.46	6,564.43	
10.03	DOG PARK - SITE	3,000.00	0.00	3,000.00	2,184.00	0.00	0.00	72.80%	816.00	218.40	
20.03	DOG PARK - CONCRETE	8,800.00	0.00	8,800.00	8,800.00	0.00	0.00	100.00%	0.00	880.00	
30.03	DOG PARK - FENCING	45,645.00	0.00	45,645.00	45,645.00	0.00	0.00	100.00%	0.00	4,564.50	

CONTINUATION SHEET**Application and Certification for Payment**, containing

Contractor's signed certification is attached.

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

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

Application No. : 19

Application Date : 04/04/22

To: 03/31/22

Architect's Project No.: 19-32.1

Invoice # : 13097

Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
40.03	DOG PARK - BENCHES - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00%	10,000.00	0.00	
50.03	DOG PARK - SIGNAGE - ALLOWANCE	1,500.00	0.00	1,500.00	3,727.50	0.00	0.00	248.50%	-2,227.50	372.75	
60.03	DOG PARK - PLUMBING - ALLOWANCE	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
00.00	CONTINGENCY	228,000.00	(53,436.00)	174,564.00	0.00	0.00	0.00	0.00%	174,564.00	0.00	
00.00	CONSTRUCTION MANAGER'S FEE	388,500.00	17,662.00	406,162.00	287,691.06	23,445.22	0.00	311,136.28	76.60%	95,025.72	31,113.62
Grand Totals		8,832,200.00	285,584.00	9,117,784.00	7,056,892.46	575,097.35	0.00	7,631,989.81	83.70%	1,485,794.19	650,288.30

**CONTRACTOR'S
CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the progress payment in the amount of \$517,587.62 and conditioned upon payment issued to the undersigned by Three Rivers Community Development District in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Three Rivers Community Development District on the job of Tributary Entry Feature & Amenity Center to the following described property:

Tributary Entry Feature & Amenity Center
76436 Tributary Drive
Yulee, FL 32097

AWC Project No. 1709

Dated on April 5, 2022

Lienor's Name: Auld & White Constructors, LLC
Address: 4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

By: _____

Printed Name: James T. Durkin, Project Manager

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF APRIL, 2022 BY JAMES T. DURKIN WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC

COMMISSION NO. _____

BRITTNEY BUSHEY
NOTARY NAME TYPED OR PRINTED

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



AWC Job Billing History

Job#: 1709-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 10.00 - FIXED GENERAL CONDITIONS							
01110.01 - FIXED GENERAL CONDITIONS						0.00	14,760.00
03/22	28785	03/23/22	03/23/22		General Conditions - March	0.00	14,760.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	462,285.00	14,760.00	477,045.00	0.00
Total for 10.00 - FIXED GENERAL CONDITIONS	462,285.00	14,760.00	477,045.00	0.00

Contract Item: 10.02 - SITE WORK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	3,946.24	0.00	3,946.24	0.00
Temporary Labor	201.52	0.00	201.52	0.00
Total for 10.02 - SITE WORK	4,147.76	0.00	4,147.76	0.00

Contract Item: 10.03 - SITE WORK

02001.03 - SITEWORK SUBCONTRACTOR						0.00	75,088.56
03/22	29721	03/28/22	03/31/22	1709-8	DNS Contracting, LLC	0.00	67,813.56
03/22	31291	03/31/22	03/31/22	1709-9	DNS Contracting, LLC	0.00	7,275.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	9,507.88	0.00	9,507.88	0.00
Subcontract	559,580.54	75,088.56	634,669.10	0.00
Labor	2,993.93	0.00	2,993.93	0.00
Total for 10.03 - SITE WORK	572,082.35	75,088.56	647,170.91	0.00

Contract Item: 20.00 - GENERAL REQUIREMENTS

01133.01 - APM/PROJECT ENGINEER						232.00	10,839.69
03/22	400	03/02/22	03/01/22		1.00 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	553.30
03/22	401	03/02/22	03/01/22		1.50 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	228.24
03/22	402	03/02/22	03/01/22		1.00 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	40.00	1,044.00
03/22	403	03/02/22	03/01/22		1.50 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	11.00	430.65
03/22	5974	03/09/22	03/08/22		1.00 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	553.30
03/22	5975	03/09/22	03/08/22		1.50 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	228.24



AWC Job Billing History

Job#: 1709-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 20.00 - GENERAL REQUIREMENTS							
01133.01 - APM/PROJECT ENGINEER						232.00	10,839.69
03/22	5976	03/09/22	03/08/22		1.00 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	40.00	1,044.00
03/22	5977	03/09/22	03/08/22		1.50 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	11.00	430.65
03/22	25138	03/16/22	03/15/22		1.00 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	553.31
03/22	25139	03/16/22	03/15/22		1.50 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	207.50
03/22	25140	03/16/22	03/15/22		1.00 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	40.00	1,044.00
03/22	25141	03/16/22	03/15/22		1.50 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	10.00	391.50
03/22	28042	03/23/22	03/22/22		1.00 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	715.50
03/22	28043	03/23/22	03/22/22		1.00 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	40.00	1,350.00
03/22	30612	03/30/22	03/29/22		1.00 / 642 / Lanahan , Timothy Patrick5 Payroll Taxes	0.00	715.50
03/22	30613	03/30/22	03/29/22		1.00 / 642 / Lanahan , Timothy Patrick5 Regular Earnings	40.00	1,350.00
01153. - PRINTING-DRAWINGS & SPECS						0.00	71.80
03/22	4732	03/09/22	02/21/22	43FLI9204403	ARC Document Solutions, LLC	0.00	28.94
03/22	24996	03/16/22	03/14/22	43FLI9207009	ARC Document Solutions, LLC	0.00	42.86
01233.01 - SURVEYS & BASELINES						0.00	1,212.50
03/22	24658	03/15/22	02/13/22	8275	Landmark Surveyors, Inc.	0.00	1,212.50
01273.01 - TECHNOLOGY SUPPORT						0.00	245.00
03/22	12961	03/10/22	03/10/22		Tech Support - March	0.00	245.00
01278.01 - GC PAY						0.00	140.00
03/22	12962	03/10/22	03/10/22		GC Pay - March	0.00	140.00
01279.01 - DRONE W/ PILOT						0.00	225.00
03/22	1790	03/03/22	02/15/22	GWA021522	PNC Commercial (formerly BBVA)	0.00	150.00
03/22	31368	03/31/22	03/15/22	GWA031522	PNC Commercial (formerly BBVA)	0.00	75.00
01282.01 - TEMPORARY ELECTRICITY						0.00	255.78
03/22	5827	03/09/22	02/22/22	022222	FPL	0.00	200.68
03/22	27933	03/23/22	03/11/22	031122	FPL	0.00	55.10
01284.01 - TEMPORARY WATER						0.00	545.25
03/22	24997	03/16/22	02/28/22	022822	JEA	0.00	545.25



AWC Job Billing History

Job#: 1709-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 20.00 - GENERAL REQUIREMENTS							
01321.01 - BARRICADES & PUBLIC PROTECTION						0.00	891.00
03/22	11323	03/10/22	02/03/22	02659a	Lowe's	0.00	124.57
03/22	27707	03/22/22	02/15/22	1051662	Home Depot Credit Services	0.00	327.25
03/22	27708	03/22/22	02/23/22	3621671	Home Depot Credit Services	0.00	439.18
01324.01 - PROTECTIVE WEAR						0.00	120.25
03/22	5366	03/09/22	02/08/22	50017923173	White Cap, L.P.	0.00	120.25
01325.01 - EMPLOYEE PROTECTION						0.00	245.00
03/22	12963	03/10/22	03/10/22		PPE - March	0.00	245.00
01327.01 - SAFETY INSPECTIONS						0.00	239.25
03/22	30469	03/30/22	03/11/22	100-17863	HRH Safety & Health Systems	0.00	29.25
03/22	28736	03/23/22	03/23/22		Safety Inspections - March	0.00	210.00
01511.01 - CLEANUP DAILY						166.00	6,614.20
03/22	30066	03/29/22	01/30/22	15124109	Staff Zone	0.00	536.70
03/22	24999	03/16/22	02/27/22	1512410715	Staff Zone	0.00	290.88
03/22	404	03/02/22	03/01/22		1.00 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	400.90
03/22	405	03/02/22	03/01/22		1.50 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	30.07
03/22	406	03/02/22	03/01/22		1.00 / 673 / De Simone , Marco Francis5 Regular Earnings	40.00	756.40
03/22	407	03/02/22	03/01/22		1.50 / 673 / De Simone , Marco Francis5 Regular Earnings	2.00	56.73
03/22	5978	03/09/22	03/08/22		1.00 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	240.53
03/22	5979	03/09/22	03/08/22		1.50 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	22.55
03/22	5980	03/09/22	03/08/22		1.00 / 673 / De Simone , Marco Francis5 Regular Earnings	24.00	453.84
03/22	5981	03/09/22	03/08/22		1.50 / 673 / De Simone , Marco Francis5 Regular Earnings	1.50	42.55
03/22	25142	03/16/22	03/15/22		1.00 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	400.90
03/22	25143	03/16/22	03/15/22		1.00 / 673 / De Simone , Marco Francis5 Regular Earnings	40.00	756.40
03/22	24998	03/16/22	03/16/22	1512410600	Staff Zone	0.00	286.24
03/22	28044	03/23/22	03/22/22		1.00 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	291.30
03/22	28045	03/23/22	03/22/22		1.50 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	182.06
03/22	28046	03/23/22	03/22/22		1.00 / 673 / De Simone , Marco Francis5 Regular Earnings	24.00	549.60
03/22	28047	03/23/22	03/22/22		1.50 / 673 / De Simone , Marco Francis5 Regular Earnings	10.00	343.50
03/22	30614	03/30/22	03/29/22		1.00 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	97.10



AWC Job Billing History

Job#: 1709-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 20.00 - GENERAL REQUIREMENTS							
01511.01 - CLEANUP DAILY						166.00	6,614.20
03/22	30615	03/30/22	03/29/22		1.50 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	154.75
03/22	30616	03/30/22	03/29/22		1/510 1.00 / 671 / Horning , Henry D5 Payroll Taxes	0.00	85.22
03/22	30617	03/30/22	03/29/22		1.00 / 673 / De Simone , Marco Francis5 Regular Earnings	8.00	183.20
03/22	30618	03/30/22	03/29/22		1.50 / 673 / De Simone , Marco Francis5 Regular Earnings	8.50	291.98
03/22	30619	03/30/22	03/29/22		1/510 1.00 / 671 / Horning , Henry D5 Regular Earnings	8.00	160.80
01613.01 - OTHER EQUIPMENT						0.00	53.07
03/22	27709	03/22/22	02/14/22	2051570	Home Depot Credit Services	0.00	53.07
01641.01 - EXPENDABLE TOOLS						0.00	116.54
03/22	27710	03/22/22	02/24/22	2052710	Home Depot Credit Services	0.00	116.54

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	159,848.13	4,360.44	164,208.57	0.00
Labor	130,881.87	16,340.07	147,221.94	398.00
Temporary Labor	1,738.58	1,113.82	2,852.40	0.00
Total for 20.00 - GENERAL REQUIREMENTS	292,468.58	21,814.33	314,282.91	398.00

Contract Item: 20.02 - BOARDWALK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	218,750.00	0.00	218,750.00	0.00
Total for 20.02 - BOARDWALK	218,750.00	0.00	218,750.00	0.00

Contract Item: 20.03 - FENCING & GATES

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	458.17	0.00	458.17	0.00
Total for 20.03 - FENCING & GATES	458.17	0.00	458.17	0.00

Contract Item: 30.00 - BUILDERS RISK & GEN. LIABILITY INSURANCE

01813.01 - BUILDERS RISK INSURANCE						0.00	453.00
03/22	12964	03/10/22	03/10/22		Builder's Risk - March	0.00	453.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 30.00 - BUILDERS RISK & GEN. LIABILITY INSURANCE							
01818.01 - GENERAL LIABILITY						0.00	876.00
03/22	12965	03/10/22	03/10/22		G/L Insurance - March	0.00	876.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	137,324.00	1,329.00	138,653.00	0.00
Total for 30.00 - BUILDERS RISK & GEN. LIABILITY INSURANCE	137,324.00	1,329.00	138,653.00	0.00

Contract Item: 30.02 - BOARDWALK ADDITIONAL LENGTH - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	13,907.00	0.00	13,907.00	0.00
Total for 30.02 - BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	13,907.00	0.00	13,907.00	0.00

Contract Item: 30.03 - BOARDWALK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	44,250.00	0.00	44,250.00	0.00
Total for 30.03 - BOARDWALK	44,250.00	0.00	44,250.00	0.00

Contract Item: 40.00 - PERFORMANCE & PAYMENT BOND

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	51,080.00	0.00	51,080.00	0.00
Total for 40.00 - PERFORMANCE & PAYMENT BOND	51,080.00	0.00	51,080.00	0.00

Contract Item: 40.02 - LANDSCAPING & IRRIGATION

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	656,002.00	0.00	656,002.00	0.00
Total for 40.02 - LANDSCAPING & IRRIGATION	656,002.00	0.00	656,002.00	0.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 50.00 - BUILDING PERMIT FEES							
					01819.01 - PERMIT EXPEDITOR	1.00	60.00
03/22	408	03/02/22	03/01/22		1.00 / 247 / Hill , Melanie M.5 Regular Earnings	1.00	60.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	22,861.37	0.00	22,861.37	0.00
Labor	2,610.00	60.00	2,670.00	1.00
Total for 50.00 - BUILDING PERMIT FEES	25,471.37	60.00	25,531.37	1.00

Contract Item: 50.02 - BOARDWALK SEALING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	8,250.00	0.00	8,250.00	0.00
Total for 50.02 - BOARDWALK SEALING	8,250.00	0.00	8,250.00	0.00

Contract Item: 50.03 - LANDSCAPE & IRRIGATION

					02800.03 - LANDSCAPING & IRRIGATION	0.00	11,240.00
03/22	29723	03/28/22	03/31/22	1709-5	The Tree Amigos Outdoor Services, Inc.	0.00	8,925.00
03/22	29724	03/28/22	03/31/22	1709-7	The Tree Amigos Outdoor Services, Inc.	0.00	2,315.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	55,585.00	11,240.00	66,825.00	0.00
Total for 50.03 - LANDSCAPE & IRRIGATION	55,585.00	11,240.00	66,825.00	0.00

Contract Item: 60.01 - SITE WORK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	7,340.16	0.00	7,340.16	0.00
Labor	5,435.73	0.00	5,435.73	0.00
Total for 60.01 - SITE WORK	12,775.89	0.00	12,775.89	0.00

Contract Item: 60.03 - CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL

					02650.03 - SIDEWALKS	0.00	20,000.00
03/22	29722	03/28/22	03/31/22	1709-8	DNS Contracting, LLC	0.00	20,000.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 60.03 - CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL							
02795.03 - HOUSEKEEPING / EQUIPMENT PADS						0.00	199.12
03/22	27713	03/22/22	02/16/22	0044337a	Home Depot Credit Services	0.00	22.13
03/22	27711	03/22/22	02/18/22	01582	Lowe's	0.00	85.59
03/22	27712	03/22/22	02/18/22	8023318a	Home Depot Credit Services	0.00	91.40

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	56,956.62	199.12	57,155.74	0.00
Subcontract	218,722.85	20,000.00	238,722.85	0.00
Labor	20,318.80	0.00	20,318.80	0.00
Total for 60.03 - CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	295,998.27	20,199.12	316,197.39	0.00

Contract Item: 70.01 - PAVERS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	5,300.00	0.00	5,300.00	0.00
Total for 70.01 - PAVERS	5,300.00	0.00	5,300.00	0.00

Contract Item: 70.03 - CIVIL PERMIT COMMENTS - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	9,000.00	0.00	9,000.00	0.00
Total for 70.03 - CIVIL PERMIT COMMENTS - ALLOWANCE	9,000.00	0.00	9,000.00	0.00

Contract Item: 80.01 - CONCRETE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	28,800.00	0.00	28,800.00	0.00
Total for 80.01 - CONCRETE	28,800.00	0.00	28,800.00	0.00

Contract Item: 80.03 - ADDITIONAL YARD DRAINS - ALLOWANCE



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						40,002.00	0.00	40,002.00	0.00
Total for 80.03 - ADDITIONAL YARD DRAINS - ALLOWANCE						40,002.00	0.00	40,002.00	0.00

Contract Item: 90.01 - MASONRY

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						45,460.00	0.00	45,460.00	0.00
Total for 90.01 - MASONRY						45,460.00	0.00	45,460.00	0.00

Contract Item: 100.01 - TABBYSTONE STUCCO - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						20,600.00	0.00	20,600.00	0.00
Total for 100.01 - TABBYSTONE STUCCO - ALLOWANCE						20,600.00	0.00	20,600.00	0.00

Contract Item: 100.03 - MASONRY

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						958.67	0.00	958.67	0.00
Subcontract						114,371.41	0.00	114,371.41	0.00
Total for 100.03 - MASONRY						115,330.08	0.00	115,330.08	0.00

Contract Item: 110.01 - SIGNAGE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						11,114.00	0.00	11,114.00	0.00
Total for 110.01 - SIGNAGE						11,114.00	0.00	11,114.00	0.00

Contract Item: 110.03 - STRUCTURAL STEEL & MISC. METAL

05111.03 - TUBE STEEL BRACE								0.00	1,650.00
03/22	24659	03/15/22	10/27/21	21-1010-1	Robert James Custom Metal, LLC			0.00	1,650.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
					Material	0.00	1,650.00	1,650.00	0.00
					Subcontract	31,400.00	0.00	31,400.00	0.00
					Total for 110.03 - STRUCTURAL STEEL & MISC. METAL	31,400.00	1,650.00	33,050.00	0.00

Contract Item: 120.01 - SWING ARBORS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	2,521.36	0.00	2,521.36	0.00
Subcontract	8,921.00	0.00	8,921.00	0.00
Labor	3,484.75	0.00	3,484.75	0.00
Total for 120.01 - SWING ARBORS	14,927.11	0.00	14,927.11	0.00

Contract Item: 120.03 - ROUGH & FINISH CARPENTRY

06010.03 - ROUGH CARPENTRY SUBCONTRACT					0.00	5,993.00	
03/22	31532	03/31/22	03/31/22	1709-8	Noble Construction Group Inc.	0.00	5,993.00
06142.03 - PVC COLUMN WRAPS						0.00	15,000.00
03/22	31533	03/31/22	03/31/22	1709-8	Noble Construction Group Inc.	0.00	15,000.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,858.86	0.00	1,858.86	0.00
Subcontract	828,949.00	20,993.00	849,942.00	0.00
Labor	1,233.07	0.00	1,233.07	0.00
Total for 120.03 - ROUGH & FINISH CARPENTRY	832,040.93	20,993.00	853,033.93	0.00

Contract Item: 130.01 - FOUNTAIN POT FEATURE - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	789.69	0.00	789.69	0.00
Total for 130.01 - FOUNTAIN POT FEATURE - ALLOWANCE	789.69	0.00	789.69	0.00

Contract Item: 130.03 - MILLWORK

06250.03 - MILLWORK						0.00	82,845.50
03/22	27207	03/21/22	03/31/22	1709-3	Doerr's Custom Cabinets & Trim, LLC.	0.00	108,872.50
03/22	27208	03/21/22	03/31/22	1709-3	Doerr's Custom Cabinets & Trim, LLC.	0.00	(23,456.00)



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 130.03 - MILLWORK							
06250.03 - MILLWORK						0.00	82,845.50
03/22	27209	03/21/22	03/31/22	1709-3	Doerr's Custom Cabinets & Trim, LLC.	0.00	(2,571.00)

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	80,000.00	82,845.50	162,845.50	0.00
Total for 130.03 - MILLWORK	80,000.00	82,845.50	162,845.50	0.00

Contract Item: 140.03 - INT. WOOD BEAM BRACKETS - ALLOWANCE							
05710.03 - ORNAMENTAL BRACKETS - ALLOWANCE						0.00	5,000.00
03/22	27206	03/21/22	03/31/22	1709-3	Doerr's Custom Cabinets & Trim, LLC.	0.00	5,000.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	0.00	5,000.00	5,000.00	0.00
Total for 140.03 - INT. WOOD BEAM BRACKETS - ALLOWANCE	0.00	5,000.00	5,000.00	0.00

Contract Item: 150.01 - ELECTRICAL							
Subcontract						105,898.00	0.00
Total for 150.01 - ELECTRICAL						105,898.00	0.00

Contract Item: 150.03 - ROOFING							
07621.03 - RAIN CHAINS & GRAVEL						0.00	547.06
03/22	27715	03/22/22	02/17/22	43407	Lowe's	0.00	134.33
03/22	27716	03/22/22	02/17/22	20909	Lowe's	0.00	307.34
03/22	27717	03/22/22	02/21/22	5023431	Home Depot Credit Services	0.00	25.81
03/22	27714	03/22/22	03/01/22	56895	Lowe's	0.00	79.58

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	0.00	547.06	547.06	0.00
Subcontract	133,845.00	0.00	133,845.00	0.00
Total for 150.03 - ROOFING	133,845.00	547.06	134,392.06	0.00

Contract Item: 160.03 - SEALANTS / CAULKING / WATERPROOFING							
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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
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	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	31,350.00	0.00	31,350.00	0.00
Total for 160.03 - SEALANTS / CAULKING / WATERPROOFING	31,350.00	0.00	31,350.00	0.00

Contract Item: 170.03 - DOORS & HARDWARE

08110.03 - FRAMES, DOORS & HARDWARE MATERIAL	0.00	34,288.00
03/22 31189 03/25/22 03/31/22 1709-1 Ray Ware Hardware, Inc.	0.00	34,288.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,783.63	0.00	1,783.63	0.00
Subcontract	24,378.00	34,288.00	58,666.00	0.00
Labor	607.57	0.00	607.57	0.00
Total for 170.03 - DOORS & HARDWARE	26,769.20	34,288.00	61,057.20	0.00

Contract Item: 180.03 - STOREFRONT & WINDOWS

08441.03 - STOREFRONT - 3 OPENINGS	0.00	8,150.00
03/22 26655 03/17/22 03/31/22 1709-2 Brad's Glass, Inc.	0.00	5,259.00
03/22 31534 03/31/22 03/31/22 1709-4 Brad's Glass, Inc.	0.00	2,891.00
08450.03 - PLATE GLASS MIRRORS	0.00	2,880.00
03/22 26656 03/17/22 03/31/22 1709-2 Brad's Glass, Inc.	0.00	2,880.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	173,978.42	11,030.00	185,008.42	0.00
Total for 180.03 - STOREFRONT & WINDOWS	173,978.42	11,030.00	185,008.42	0.00

Contract Item: 190.03 - DRYWALL & ACOUSTICAL CEILINGS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	58,100.00	0.00	58,100.00	0.00
Total for 190.03 - DRYWALL & ACOUSTICAL CEILINGS	58,100.00	0.00	58,100.00	0.00



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Contract Item: 200.03 - STUCCO SYSTEM							
09139.03 - TABBY STONE						0.00	1,895.00
03/22	27164	03/21/22	03/31/22	1709-4	Southern Wall Specialties, Inc	0.00	645.00
03/22	27165	03/21/22	03/31/22	1709-4	Southern Wall Specialties, Inc	0.00	1,250.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,130.43	0.00	1,130.43	0.00
Subcontract	29,070.00	1,895.00	30,965.00	0.00
Labor	1,785.75	0.00	1,785.75	0.00
Total for 200.03 - STUCCO SYSTEM	31,986.18	1,895.00	33,881.18	0.00

Contract Item: 210.03 - FLOORING							
01451.03 - FLOOR PROTECTION						0.00	116.20
03/22	11325	03/10/22	02/03/22	07040	Lowe's	0.00	82.67
03/22	11324	03/10/22	02/04/22	02846d	Lowe's	0.00	33.53
09650.03 - CARPET & VINYL FLOORING						0.00	13,770.23
03/22	29727	03/28/22	03/31/22	1709-4	Dixie Contract Carpet, Inc.	0.00	12,420.23
03/22	29728	03/28/22	03/31/22	1709-4	Dixie Contract Carpet, Inc.	0.00	1,350.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	0.00	116.20	116.20	0.00
Subcontract	56,578.77	5,388.23	61,967.00	0.00
Total for 210.03 - FLOORING	56,578.77	5,504.43	62,083.20	0.00

Contract Item: 230.03 - PAINTING							
09901.03 - PAINTING SUBCONTRACT						0.00	35,000.00
03/22	29729	03/28/22	03/31/22	1709-3	Dave Motta Painting Company, Inc.	0.00	35,000.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	20,000.00	35,000.00	55,000.00	0.00
Total for 230.03 - PAINTING	20,000.00	35,000.00	55,000.00	0.00

Contract Item: 240.03 - WALLCOVERING - ALLOWANCE							
09950.03 - WALL COVERING - ALLOWANCE						0.00	500.00
03/22	29730	03/28/22	03/31/22	1709-3	Dave Motta Painting Company, Inc.	0.00	500.00



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						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						5,500.00	500.00	6,000.00	0.00
Total for 240.03 - WALLCOVERING - ALLOWANCE						5,500.00	500.00	6,000.00	0.00

Contract Item: 250.03 - BUILDING SPECIALTIES

10110.03 - TOILET PARTITIONS						0.00	8,385.00
03/22	26657	03/17/22	03/31/22	1709-2	George P. Coyle & Sons, Inc.	0.00	8,385.00
10120.03 - TOILET ACCESSORIES						0.00	1,090.00
03/22	26658	03/17/22	03/31/22	1709-2	George P. Coyle & Sons, Inc.	0.00	1,090.00
10310.03 - DECORATIVE LOUVERS						0.00	6,850.00
03/22	29731	03/28/22	03/31/22	1709-7	Southern Technologies of Jacksonville, Inc.	0.00	6,850.00
10722.03 - FIRE EXT. & CAB						0.00	820.00
03/22	26659	03/17/22	03/31/22	1709-2	George P. Coyle & Sons, Inc.	0.00	820.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	866.69	0.00	866.69	0.00
Subcontract	20,415.00	17,145.00	37,560.00	0.00
Labor	610.74	0.00	610.74	0.00
Total for 250.03 - BUILDING SPECIALTIES	21,892.43	17,145.00	39,037.43	0.00

Contract Item: 290.03 - POOL - ALLOWANCE

13550.03 - SWIMMING POOL - ALLOWANCE						0.00	60,164.33
03/22	26660	03/17/22	03/31/22	1709-6	Crown Pools, Inc.	0.00	60,164.33

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	822,066.93	60,164.33	882,231.26	0.00
Total for 290.03 - POOL - ALLOWANCE	822,066.93	60,164.33	882,231.26	0.00

Contract Item: 300.03 - PLAYGROUND

11315.03 - PLAYGROUND TURF & EQUIPMENT						0.00	29,950.00
03/22	12501	03/10/22	03/31/22	1709-2	Kompan	0.00	29,950.00



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						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						83,975.00	29,950.00	113,925.00	0.00
Total for 300.03 - PLAYGROUND						83,975.00	29,950.00	113,925.00	0.00

Contract Item: 310.03 - SPORTS COURTS & EQUIPMENT

11650.03 - SPORTS COURTS - L103						0.00	16,000.00
03/22	27166	03/21/22	03/31/22	1709-2	The Nidy Sports Construction Co., Inc.	0.00	16,000.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						37,062.00	16,000.00	53,062.00	0.00
Total for 310.03 - SPORTS COURTS & EQUIPMENT						37,062.00	16,000.00	53,062.00	0.00

Contract Item: 320.03 - ENTRY PAVILION - ALLOWANCE

06000.03 - ENTRY PAVILLION - ALLOWANCE						0.00	3,964.00
03/22	29725	03/28/22	03/31/22	1709-3	Dave Motta Painting Company, Inc.	0.00	1,500.00
03/22	29726	03/28/22	03/31/22	1709-9	Alligood Electric Co., Inc.	0.00	1,000.00
03/22	31531	03/31/22	03/31/22	1709-8	Noble Construction Group Inc.	0.00	1,464.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						47,216.00	3,964.00	51,180.00	0.00
Total for 320.03 - ENTRY PAVILION - ALLOWANCE						47,216.00	3,964.00	51,180.00	0.00

Contract Item: 330.03 - BLDG & POOL FURNITURE - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						227,084.27	0.00	227,084.27	0.00
Total for 330.03 - BLDG & POOL FURNITURE - ALLOWANCE						227,084.27	0.00	227,084.27	0.00

Contract Item: 340.03 - PLUMBING

15200.03 - PLUMBING						0.00	8,810.00
03/22	29732	03/28/22	03/31/22	1709-5	Betros Plumbing Co., Inc.	0.00	8,810.00



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Job#: 1709-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						100,810.00	8,810.00	109,620.00	0.00
Total for 340.03 - PLUMBING						100,810.00	8,810.00	109,620.00	0.00

Contract Item: 350.03 - HVAC / MECHANICAL

15500.03 - HVAC						0.00	1,250.00
03/22	29733	03/28/22	03/31/22	1709-7	Southern Technologies of Jacksonville, Inc.	0.00	1,250.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						153,700.00	1,250.00	154,950.00	0.00
Total for 350.03 - HVAC / MECHANICAL						153,700.00	1,250.00	154,950.00	0.00

Contract Item: 360.03 - ELECTRICAL

16011.03 - ELECTRICAL SUBCONTRACT						0.00	44,000.00
03/22	29734	03/28/22	03/31/22	1709-9	Alligood Electric Co., Inc.	0.00	40,000.00
03/22	29735	03/28/22	03/31/22	1709-9	Alligood Electric Co., Inc.	0.00	4,000.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						1,350.00	0.00	1,350.00	0.00
Subcontract						393,614.00	44,000.00	437,614.00	0.00
Labor						1,800.00	0.00	1,800.00	0.00
Total for 360.03 - ELECTRICAL						396,764.00	44,000.00	440,764.00	0.00

Contract Item: 370.03 - PARKING LOT LIGHT CONDUIT - ALLOWANCE

16210.03 - CONDUITS - FPL PARKING LOT LIGHTING - ALLOWANCE						0.00	1,000.00
03/22	29737	03/28/22	03/31/22	1709-9	Alligood Electric Co., Inc.	0.00	1,000.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						5,800.00	1,000.00	6,800.00	0.00
Total for 370.03 - PARKING LOT LIGHT CONDUIT - ALLOWANCE						5,800.00	1,000.00	6,800.00	0.00

Contract Item: 380.03 - ELEC. FOR FUTURE SCREENS - ALLOWANCE



AWC Job Billing History

Job#: 1709-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						4,470.00	0.00	4,470.00	0.00
Total for 380.03 - ELEC. FOR FUTURE SCREENS - ALLOWANCE						4,470.00	0.00	4,470.00	0.00

Contract Item: 390.03 - ELECTRICAL FOR POOL - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						7,130.00	0.00	7,130.00	0.00
Total for 390.03 - ELECTRICAL FOR POOL - ALLOWANCE						7,130.00	0.00	7,130.00	0.00

Contract Item: 400.03 - LOW VOLTAGE SYSTEMS - ALLOWANCE

16012.03 - VOICE DATA CABLING - ALLOWANCE								19.00	25,624.80
03/22	27265	03/22/22	03/22/22		IT Consultant Week of February 28th, 2022 13.5HRS @ \$150/HR			13.50	2,025.00
03/22	27266	03/22/22	03/22/22		IT Consultant Week of March 7th, 2022 5.5HRS @ \$150/HR			5.50	825.00
03/22	27112	03/18/22	03/31/22	1709-1	Communications Solutions, Inc.			0.00	12,774.80
03/22	29736	03/28/22	03/31/22	1709-9	Alligood Electric Co., Inc.			0.00	10,000.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						8,850.00	2,850.00	11,700.00	19.00
Subcontract						31,169.50	22,774.80	53,944.30	0.00
Labor						0.00	0.00	0.00	0.00
Total for 400.03 - LOW VOLTAGE SYSTEMS - ALLOWANCE						40,019.50	25,624.80	65,644.30	19.00

Contract Item: 410.03 - DOG PARK - SITE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						2,184.00	0.00	2,184.00	0.00
Total for 410.03 - DOG PARK - SITE						2,184.00	0.00	2,184.00	0.00

Contract Item: 420.03 - DOG PARK - CONCRETE



AWC Job Billing History

Job#: 1709-

3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
					Subcontract	8,800.00	0.00	8,800.00	0.00
					Total for 420.03 - DOG PARK - CONCRETE	8,800.00	0.00	8,800.00	0.00

Contract Item: 430.03 - DOG PARK - FENCING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	45,645.00	0.00	45,645.00	0.00
Total for 430.03 - DOG PARK - FENCING	45,645.00	0.00	45,645.00	0.00

Contract Item: 450.03 - DOG PARK - SIGNAGE - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	3,727.50	0.00	3,727.50	0.00
Total for 450.03 - DOG PARK - SIGNAGE - ALLOWANCE	3,727.50	0.00	3,727.50	0.00

Job Totals	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	935,444.40	25,811.82	961,256.22	19.00
Subcontract	5,628,804.69	508,326.42	6,137,131.11	0.00
Labor	171,762.21	16,400.07	188,162.28	399.00
Temporary Labor	1,940.10	1,113.82	3,053.92	0.00
Total for Job	6,737,951.40	551,652.13	7,289,603.53	418.00

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 8
Period To: 03/31/22
Application Date: 03/25/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-016

From: DNS Contracting, LLC
1517 Faye Road
Jacksonville, FL 32218

Contract For: 1709-016 - SITEWORK & SITE CONCRETE - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$604,550.00
2. NET CHANGE BY CHANGE ORDERS	\$117,465.00
3. CONTRACT SUM TO DATE	\$722,015.00
4. TOTAL COMPLETED AND STORED TO DATE	\$705,762.95
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$70,576.30
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$70,576.30
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$635,186.65
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$556,154.45
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$79,032.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$86,828.35
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$117,465.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$117,465.00	\$0.00
NET CHANGES by Change Orders		\$117,465.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$79,032.20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 8
APPLICATION DATE: 03/25/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

DNS Contracting, LLC

A ITEM NUM	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	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
5	Subgrade And Base	\$94,750.00	\$91,230.32	\$3,519.68	-	\$94,750.00	100.00%	-	\$9,475.00
6	Curb and Gutters	\$12,150.00	\$11,798.40	\$201.60	-	\$12,000.00	98.77%	\$150.00	\$1,200.00
3	Clearing And Demolition	\$600.00	-	\$600.00	-	\$600.00	100.00%	-	\$60.00
4	Earthwork	\$107,050.00	\$103,907.72	\$3,142.28	-	\$107,050.00	100.00%	-	\$10,705.00
1	Mobilization	\$37,400.00	\$29,672.10	\$6,000.00	-	\$35,672.10	95.38%	\$1,727.90	\$3,567.21
2	Erosion Control	\$12,500.00	\$12,500.00	-	-	\$12,500.00	100.00%	-	\$1,250.00
13	Roof Drains	\$76,000.00	\$76,000.00	-	-	\$76,000.00	100.00%	-	\$7,600.00
11	Sanitary Sewer	\$36,100.00	\$36,100.00	-	-	\$36,100.00	100.00%	-	\$3,610.00
12	Storm Drain	\$93,500.00	\$93,500.00	-	-	\$93,500.00	100.00%	-	\$9,350.00
9	Watermain (Public)	\$28,900.00	\$28,900.00	-	-	\$28,900.00	100.00%	-	\$2,890.00
10	Watermain (Private)	\$13,000.00	\$13,000.00	-	-	\$13,000.00	100.00%	-	\$1,300.00
7	Asphalt Paving	\$54,350.00	-	\$54,350.00	-	\$54,350.00	100.00%	-	\$5,435.00
8	Striping And Signs	\$13,200.00	-	-	-	-	-	\$13,200.00	-
1	Alt For Dumpster Pad, Sidewalks & Bollards	\$25,050.00	\$3,875.85	\$20,000.00	-	\$23,875.85	95.31%	\$1,174.15	\$2,387.59
3	SIDEWALKS (CO #1)	\$4,700.00	\$4,700.00	-	-	\$4,700.00	100.00%	-	\$470.00
4	SIDEWALKS (CO #1)	\$40,002.00	\$40,002.00	-	-	\$40,002.00	100.00%	-	\$4,000.20
3	SIDEWALKS (CO #1)	\$4,300.00	\$4,300.00	-	-	\$4,300.00	100.00%	-	\$430.00
1	SITWORK SUBCONTRACTOR (CO #2)	\$22,800.00	\$22,800.00	-	-	\$22,800.00	100.00%	-	\$2,280.00
1	SITWORK SUBCONTRACTOR (CO #3)	\$18,819.00	\$18,819.00	-	-	\$18,819.00	100.00%	-	\$1,881.90
1	SITWORK SUBCONTRACTOR (CO #4)	\$1,080.00	\$1,080.00	-	-	\$1,080.00	100.00%	-	\$108.00
1	SITWORK SUBCONTRACTOR (CO #4)	\$16,844.00	\$16,844.00	-	-	\$16,844.00	100.00%	-	\$1,684.40
5	Swimming Pool Plumbing (CO #5)	\$7,425.00	\$7,425.00	-	-	\$7,425.00	100.00%	-	\$742.50
1	SITWORK SUBCONTRACTOR (CO #6)	\$1,495.00	\$1,495.00	-	-	\$1,495.00	100.00%	-	\$149.50
PAYMENT TOTALS		\$722,015.00	\$617,949.39	\$87,813.56	-	\$705,762.95	97.75%	\$16,252.05	\$70,576.30

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 9
Period To: 03/31/22
Application Date: 03/30/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-016

From: DNS Contracting, LLC
1517 Faye Road
Jacksonville, FL 32218

Contract For: 1709-016 - SITEWORK & SITE CONCRETE - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$604,550.00
2. NET CHANGE BY CHANGE ORDERS	\$124,740.00
3. CONTRACT SUM TO DATE	\$729,290.00
4. TOTAL COMPLETED AND STORED TO DATE	\$713,037.95
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$71,303.80
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$71,303.80
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$641,734.15
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$635,186.65
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$6,547.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$87,555.85
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$117,465.00	\$0.00
Total approved this month	\$9,925.00	\$2,650.00
TOTALS	\$127,390.00	\$2,650.00
NET CHANGES by Change Orders		\$124,740.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$6,547.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

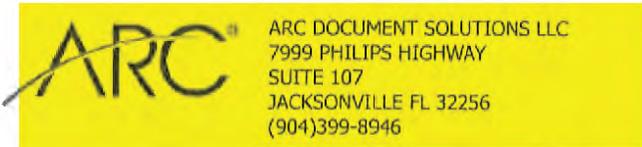
CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

DNS Contracting, LLC

APPLICATION NO.: 9
 APPLICATION DATE: 03/30/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
5	Subgrade And Base	\$94,750.00	\$94,750.00	-	-	\$94,750.00	100.00%	-	\$9,475.00
6	Curb and Gutters	\$12,150.00	\$12,000.00	-	-	\$12,000.00	98.77%	\$150.00	\$1,200.00
3	Clearing And Demolition	\$600.00	\$600.00	-	-	\$600.00	100.00%	-	\$60.00
4	Earthwork	\$107,050.00	\$107,050.00	-	-	\$107,050.00	100.00%	-	\$10,705.00
1	Mobilization	\$37,400.00	\$35,672.10	-	-	\$35,672.10	95.38%	\$1,727.90	\$3,567.21
2	Erosion Control	\$12,500.00	\$12,500.00	-	-	\$12,500.00	100.00%	-	\$1,250.00
13	Roof Drains	\$76,000.00	\$76,000.00	-	-	\$76,000.00	100.00%	-	\$7,600.00
11	Sanitary Sewer	\$36,100.00	\$36,100.00	-	-	\$36,100.00	100.00%	-	\$3,610.00
12	Storm Drain	\$93,500.00	\$93,500.00	-	-	\$93,500.00	100.00%	-	\$9,350.00
9	Watermain (Public)	\$28,900.00	\$28,900.00	-	-	\$28,900.00	100.00%	-	\$2,890.00
10	Watermain (Private)	\$13,000.00	\$13,000.00	-	-	\$13,000.00	100.00%	-	\$1,300.00
7	Asphalt Paving	\$54,350.00	\$54,350.00	-	-	\$54,350.00	100.00%	-	\$5,435.00
8	Striping And Signs	\$13,200.00	-	-	-	-	-	\$13,200.00	-
1	Alt For Dumpster Pad, Sidewalks & Bollards	\$25,050.00	\$23,875.85	-	-	\$23,875.85	95.31%	\$1,174.15	\$2,387.59
3	SIDEWALKS (CO #1)	\$4,700.00	\$4,700.00	-	-	\$4,700.00	100.00%	-	\$470.00
4	SIDEWALKS (CO #1)	\$40,002.00	\$40,002.00	-	-	\$40,002.00	100.00%	-	\$4,000.20
3	SIDEWALKS (CO #1)	\$4,300.00	\$4,300.00	-	-	\$4,300.00	100.00%	-	\$430.00
1	SITWORK SUBCONTRACTOR (CO #2)	\$22,800.00	\$22,800.00	-	-	\$22,800.00	100.00%	-	\$2,280.00
1	SITWORK SUBCONTRACTOR (CO #3)	\$18,819.00	\$18,819.00	-	-	\$18,819.00	100.00%	-	\$1,881.90
1	SITWORK SUBCONTRACTOR (CO #4)	\$1,080.00	\$1,080.00	-	-	\$1,080.00	100.00%	-	\$108.00
1	SITWORK SUBCONTRACTOR (CO #4)	\$16,844.00	\$16,844.00	-	-	\$16,844.00	100.00%	-	\$1,684.40
5	Swimming Pool Plumbing (CO #5)	\$7,425.00	\$7,425.00	-	-	\$7,425.00	100.00%	-	\$742.50
1	SITWORK SUBCONTRACTOR (CO #6)	\$1,495.00	\$1,495.00	-	-	\$1,495.00	100.00%	-	\$149.50
6	Budget Adjustment (CO #7)	\$2,650.00	-	-	-	-	-	\$2,650.00	-
1	SITWORK SUBCONTRACTOR (CO #7)	(\$2,650.00)	-	-	-	-	-	(\$2,650.00)	-
1	SITWORK SUBCONTRACTOR (CO #8)	\$7,275.00	-	\$7,275.00	-	\$7,275.00	100.00%	-	\$727.50
PAYMENT TOTALS		\$729,290.00	\$705,762.95	\$7,275.00	-	\$713,037.95	97.77%	\$16,252.05	\$71,303.80



DATE 2/21/2022	INVOICE 43FLI9204403
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1709 / 01153 | 2894



BILL TO:

AULD & WHITE CONSTRUCTORS LLC

4168 SOUTHPOINT PKWAY
SUITE #101
JACKSONVILLE, FL 32216
P: (904) 296-2555
F: (904) 296-6990 ext. 13

SHIP TO:

AULD & WHITE CONSTRUCTORS

Brittney Bushey
4168 Southpoint Pkwy S Ste 101
Jacksonville, FL 32216-0979
P: (904) 296-2555
F: (904) 296-6990 ext. 13

Purchase Order # 1709	Customer ID 1024276	Shipping Method ARC DELIVERY	Payment Terms NET30	Order Due Date	Order 43FL09214613		
Ordered By Brittney Bushey		Project Number 1709		Project Name 1709			
Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description	Price	Extended Price
1	1	0	EACH	5200	Delivery Charge	\$15.00	\$15.00
					1 set of 1		
90.00	90.00	0.00	SQFT	1635	Wide Format Smart Color Prints Full Size - Lines	\$0.08	\$7.20
					2 sets of 5 (30.00x42.00)		
72.00	72.00	0.00	SQFT	1635	Wide Format Smart Color Prints Full Size - Lines	\$0.08	\$5.76
					2 sets of 4 (30.00x42.00)		

Bill#: cmauney



Subtotal	\$27.96
Misc	\$0.00
Tax	\$0.98
Freight	\$0.00
Trade Discount	\$0.00
Total	\$28.94
Amount Received	
Total Due	\$28.94

CUSTOMER NO	INVOICE	DOC DATE	AMOUNT DUE
1024276	43FLI9204403	2/21/2022	\$28.94

REMIT PAYMENT TO

ARC DOCUMENT SOLUTIONS LLC
PO BOX 953466
ST. LOUIS, MO 63195-3466
(813) 606-4785

We accept: Visa | MasterCard | American Express | Discover

Card/Check Number: _____ Exp. Date: _____

Signature: _____ Amount: \$ _____



QuickPay Online Payment
Scan or Click

[HTTPS://PAY.ARCREMOTE.COM/P/1DD6DA69-91E4-4870-BFA7-C115FABFC06B](https://pay.arcremote.com/P/1DD6DA69-91E4-4870-BFA7-C115FABFC06B)



DATE 3/14/2022	INVOICE 43FLI9207009
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1709
01153 | 42.86

BILL TO:

AULD & WHITE CONSTRUCTORS LLC

4168 SOUTHPOINT PKWAY
SUITE #101
JACKSONVILLE, FL 32216
P: (904) 296-2555
F: (904) 296-6990 ext. 13

SHIP TO:

AULD & WHITE CONSTRUCTORS

Brittney Bushey
4168 Southpoint Pkwy S Ste 101
Jacksonville, FL 32216-0979
P: (904) 296-2555
F: (904) 296-6990 ext. 13

Purchase Order # 1709	Customer ID 1024276	Shipping Method ARC DELIVERY	Payment Terms NET30	Order Due Date 3/11/2022	Order 43FL09217502		
Ordered By Brittney Bushey		Project Number 1709		Project Name 1709			
Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description	Price	Extended Price
1	1	0	EACH	5200	Delivery Charge	\$15.00	\$15.00
					1 set of 1		
180.00	180.00	0.00	SQFT	1635	Wide Format Smart Color Prints Full Size - Lines	\$0.08	\$14.40
					2 sets of 10 (30.00x42.00)		
144.00	144.00	0.00	SQFT	1635	Wide Format Smart Color Prints Full Size - Lines	\$0.08	\$11.52
					2 sets of 8 (30.00x42.00)		

Bill to: cmauney



Subtotal	\$40.92
Misc	\$0.00
Tax	\$1.94
Freight	\$0.00
Trade Discount	\$0.00
Total	\$42.86
Amount Received	
Total Due	\$42.86

CUSTOMER NO	INVOICE	DOC DATE	AMOUNT DUE
1024276	43FLI9207009	3/14/2022	\$42.86

REMIT PAYMENT TO

ARC DOCUMENT SOLUTIONS LLC
PO BOX 953466
ST. LOUIS, MO 63195-3466
(813) 606-4785

We accept: Visa | MasterCard | American Express | Discover

Card/Check Number: _____ Exp. Date: _____

Signature: _____ Amount: \$ _____



QuickPay Online Payment

Scan or Click

[HTTPS://PAY.ARCREMOTE.COM/P/11741685-122D-4A65-9335-DB2ACCF7CDAC](https://pay.arcremote.com/P/11741685-122D-4A65-9335-DB2ACCF7CDAC)

Invoice

Landmark Surveyors, Inc.
 P.O. Box 61507
 Jacksonville, FL 32236

DATE	INVOICE #
2-13/2022	8275

BILL TO

Auld & White
 Attn: Accounts Payable
 4168 Southpoint Parkway Suite 101
 Jacksonville, FL 32216

1709 / JTD
 61233.01 | 1,212.50

P.O. NO.	TERMS	DUE DATE	JOB NUMBER	JOB NAME
	Due on receipt	2-13/2022	3975	AWC 1709 Tributary Amenity Cen
QUANTITY	DATE	DESCRIPTION	RATE	AMOUNT
7	2-1/2022	Field Crew for Construction Layout Staked ball court, dumpster pad, playground and headwall; Checked light poles	135.00	945.00
1	2-2/2022	Cad Drafting and/or Calculations Download and review field data	65.00	65.00
1.5	2-10/2022	Field Crew for Construction Layout Staked pool equipment fence	135.00	202.50
				
Please send payment to: P.O. Box 61507, Jacksonville, FL, 32236			Total	\$1,212.50

MasterCard
Issued Through
 PNC BANK

PNC BANK
 PO BOX 10008
 BIRMINGHAM AL 35202-0008

Account XXXX-XXXX-XXXX-4205



00
 00223-VAG - 000004 - 0001 - 0001 - 2

PNC COMMERCIAL CARD
 PO BOX 825843
 PHILADELPHIA PA 19182-5843

71400.11 - \$4.00
 75100.11 - \$510.00
 1709/01279.01 - \$150.00
 71100.11 - \$2,176.33



GEORGE ARCO
 AULD WHITE CONSTRUCTORS
 4168 SOUTHPOINT PKWY S STE 101
 JACKSONVILLE FL 32216-0979

**N0000004

Please do not pay from this statement - for transaction verification only.

ACCOUNT MESSAGES

Your total finance charge paid for 2021 was \$0.00.

TRANSACTIONS					
Post Date	Tran Date	Transaction Description	Reference Number	Charges	Credits
01-17	01-14	JAXVILLE AVIATION AUTH JACKSONVILLE FL	55436872014270147166451	M4.00	
01-27	01-25	JACKSONVILLE REGIONAL 904-3666600 FL	85504992026900017642159	M35.00	
01-28	01-27	SQ *RIVER CITY VIEWS GOSQ.COM FL	55432862027200394032841	M75.00	
02-02	01-31	JACKSONVILLE REGIONAL 904-3666600 FL	85504992032900018211600	M35.00	
02-02	02-01	PAYPAL *NAIOP NEFL 4029357733 FL	55429502032852433842182	M440.00	
02-03	02-02	SQ *RIVER CITY VIEWS GOSQ.COM FL	55432862033200150765115	M75.00	
02-03	02-02	4IMPRINT, INC 4IMPRINT.COM WI	55432862033200252031473	M368.26	
02-07	02-04	FASTSIGNS JACKSONVILLE FL	55436872036130367275479	M467.94	
02-08	02-08	AMAZON.COM*M77HQ4ZE3 AMZN.COM/BILL WA	55432862039200787998182	M71.24	
02-14	02-11	ZOES KITCHEN JACKSONVILLE FL	55432862043200072756356	M32.64	
02-14	02-11	SEVERINE PHOTOGRAPHY 9042382035 FL	25247802042000722068581	M1,236.25	
TOTALS:				\$2,840.33	\$0.00

For questions regarding your account, contact Commercial Card Services at 1-877-558-8814.

ACCOUNT SUMMARY	
CREDIT LIMIT	\$5,000.00
STATEMENT DATE	February 15, 2022
ACCOUNT NUMBER	XXXX-XXXX-XXXX-4205
NUMBER OF DAYS IN BILLING CYCLE	31

TRANSACTION SUMMARY	
CREDITS	- \$0.00
PURCHASES & OTHER CHARGES	+ \$2,840.33
CASH ADVANCES	+ \$0.00
FEES	+ \$0.00
TRANSACTION TOTAL	= \$2,840.33

CUSTOMER SERVICE INFORMATION		
Send Inquiries To: PNC COMMERCIAL CARD PO BOX 825843 PHILADELPHIA PA 19182-5843	Customer Service Telephone Numbers 1-877-558-8814 (Continental U.S.) or (205) 297-2999 (Local in Birmingham, AL) Automated Account Information Available 24 hours	Lost Or Stolen Cards 1-877-558-8814



1700! 21279.01

Jessica Longo

From: George Arco
Sent: Wednesday, February 2, 2022 9:36 AM
To: Jessica Longo
Subject: FW: You paid an invoice! (#000168-R-0005)

Can you please code to Tributary.

George Arco | Marketing Manager
Auld & White Constructors, LLC | **BUILDING YOUR FUTURE**
p. 904.296.2555

From: River City Views <messenger@messaging.squareup.com>
Sent: Wednesday, February 2, 2022 9:35 AM
To: George Arco <garco@auld-white.com>
Subject: You paid an invoice! (#000168-R-0005)

EXTERNAL EMAIL - EXERCISE CAUTION OPENING LINKS OR ATTACHMENTS



Invoice Paid

\$75.00

Paid on February 2, 2022

Invoice #000168-R-0005
February 2, 2022
Repeats monthly on the 2nd
Repeats indefinitely

Customer

1279.01



River City Views
rivercityviews@gmail.com

Invoice #000168-R-0004

Issue date
Jan 2, 2022

Invoice #000168-R-0004

We look forward to working with you and thank you for your support of local business!
Please visit our websites at www.rivercityviewsjax.com and www.facebook.com/rivercityviews

Bill To George Arco garco@auld-white.com	Invoice Details PDF created January 27, 2022 \$75.00	Payment Due January 2, 2022 \$75.00	Recurring Repeats monthly on the 2nd Repeats indefinitely
---	--	--	--

Item	Quantity	Price	Amount
Out of service area trip fee	1	\$75.00	\$75.00
Subtotal			\$75.00

Total Paid **\$75.00**

Payments Jan 27, 2022 (Mastercard 4205)	\$75.00
---	---------



View online

To view your invoice go to <https://gosq.me/u/9kEqDVBV>

Or open your camera on your mobile device, and place the code on the left within the camera's view.



PNC COMMERCIAL CARD
 PO BOX 825843
 PHILADELPHIA PA 19182-5843

MEMO STATEMENT

ACCOUNT NUMBER XXXX XXXX XXXX 4205
 STATEMENT DATE 03-15-22
 TOTAL ACTIVITY \$13,906.76

0022CXAA - 000030 - 0001 - 0001 - 2



71300.11 - \$38.23



GEORGE ARCO
 AULD WHITE CONSTRUCTORS
 4168 SOUTHPOINT PKWY S STE 101
 JACKSONVILLE FL 32216-0979

**N0000025

**** MEMO STATEMENT ONLY **
 DO NOT REMIT PAYMENT**

75100.11 - \$250.00
 1733/01324 - \$49.95

71050.01 - \$348.62
 71100.11 - \$12,942.41
 71400.11 - \$1.00
 1749/01325 - \$94.60
 1709/01279.01 - \$75.00
 93220/00100 - \$86.95

CARDHOLDER SUMMARY

GEORGE ARCO XXXX XXXX XXXX 4205	Purchases And Other Debits	+	Cash Advances	-	Credits	=	Total Activity
Cardholder Total	\$13,906.76		\$0.00		\$0.00		\$13,906.76

CARDHOLDER ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-16	02-15	82711162046000013517752	STICKER MULE AMSTERDAM NY Purch ID Sales Tax \$10.05	71050.01 144.05 ✓
02-17	02-16	55432862047200355878568	4IMPRINT, INC 4IMPRINT.COM WI Purch ID 22391247 Sales Tax \$11.29	71100.11 168.64 ✓
02-21	02-18	55310202050286888904906	CITY OF JACKSONVILLE JACKSONVILLE FL Purch ID Sales Tax \$0.00	71400.11 1.00 ✓
02-21	02-18	15270212049003094915856	YETI 1-833-225-9384 WILMINGTON DE Purch ID Sales Tax \$0.00	71100.11 7,058.88 ✓
02-22	02-21	55432862052200737269330	LOWES #01842' JACKSONVILLE FL Purch ID no po Sales Tax \$2.07	71100.11 29.69 ✓
02-22	02-21	05227022053500221967651	DAGHER PRINTING 904-998-0911 FL Purch ID 60651 Sales Tax \$14.27	71050.01 204.57 ✓
02-23	02-22	82711162053000006606158	STICKER MULE AMSTERDAM NY Purch ID Sales Tax \$6.60	1749/01325 94.60 ✓
02-23	02-23	55429502054743280823768	EQUIPMENT DE SPORT USA 7602196334 CA Purch ID Sales Tax \$0.00	71100.11 4,360.20 ✓
02-24	02-23	82305092054000011433721	STICKY BRAND PRINCETON NJ Purch ID Sales Tax \$0.00	1733/01324 69.95 ✓
03-03	03-02	55432862061200546411205	SQ *RIVER CITY VIEWS GOSQ.COM FL Purch ID 00011529215111280 Sales Tax \$0.00	1709/01279.01 75.00 ✓
03-03	03-02	55432862061200543374836	SQ *RIVER CITY VIEWS GOSQ.COM FL Purch ID 00011529215111280 Sales Tax \$0.00	71100.11 1,200.00 ✓
03-04	03-03	55432862062200942763661	SQ *TOPVIEW AERIAL SOL GOSQ.COM FL Purch ID 00011529215111330 Sales Tax \$0.00	71100.11 125.00 ✓
03-08	03-07	82711162066000012035843	MYCOI INDIANAPOLIS IN Purch ID Sales Tax \$0.00	93220/00100 86.95 ✓
03-14	03-11	55429502070852359384618	PAYPAL *ACEMENTORPR 4029357733 CA Purch ID 35938461 Sales Tax \$0.00	75100.11 250.00 ✓
03-15	03-14	55432862074200449153727	ZOES KITCHEN JACKSONVILLE FL Purch ID Sales Tax \$0.00	71300.11 38.23 ✓

CUSTOMER SERVICE AND LOST CARD REPORTING	ACCOUNT NUMBER	ACCOUNT SUMMARY	
	XXXX-XXXX-XXXX-4205	PURCHASES & OTHER CHARGES	\$13,906.76
Inside U.S. 1-877-558-8814	STATEMENT DATE	CASH ADVANCES	.00
Outside U.S. 1-877-558-8814	03/15/22	CASH ADVANCE FEES	.00
SEND INQUIRIES TO:	CREDIT LIMIT	CREDITS	.00
PNC COMMERCIAL CARD PO BOX 825843	\$15,000.00	TOTAL ACTIVITY	\$13,906.76
PHILADELPHIA PA 19182-5843	DISPUTED AMOUNT		
	\$0.00		

\$86.95
code 93220/
phase code 00100

Jessica Longo

From: George Arco
Sent: Tuesday, March 8, 2022 10:16 AM

1709101279.01



River City Views

 **\$75.00 Paid**

We have emailed a copy of your receipt to garco@auld-white.com.

Invoice #000168-R-0006
March 2, 2022

Repeats monthly on the 2nd
Repeats indefinitely

Bill To
George Arco
garco@auld-white.com

[Download Invoice PDF](#)

We look forward to working with you and thank you for your support of local business!
Please visit our websites at www.rivercityviewsjax.com and www.facebook.com/rivercityviews

Out of service area trip fee	\$75.00
Subtotal	\$75.00
Total	\$75.00

Payments
\$75.00 on 03/02/2022 (MasterCard 4205)



1709 | JTB
01282.01 | 200.68

Electric Bill Statement

For: Jan 22, 2022 to Feb 22, 2022 (31 days)

Statement Date: Feb 22, 2022

Account Number: 44745-09553

Service Address:

76117 TRIBUTARY DR # CNST
YULEE, FL 32097

AULD AND WHITE CONSTRUCTORS LLC,
Here's what you owe for this billing period.

CURRENT BILL

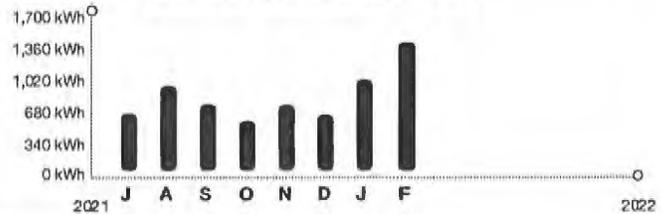
\$200.68

TOTAL AMOUNT YOU OWE

Mar 15, 2022

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payments received after March 15, 2022 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.

BILL SUMMARY

Amount of your last bill	150.52
Payments received	-248.52
Additional Activity	98.00
Balance before new charges	0.00
Total new charges	200.88
Total amount you owe	\$200.68

(See page 2 for bill details.)

We're here to help

Many factors can affect your bill, including cold weather. If you're experiencing hardship and need help with your bill, resources are available. FPL.com/Help



Customer Service: (386) 255-3020
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27

3416447450955348600200000

0001 0002 055411 1

AULD AND WHITE CONSTRUCTORS
LLC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979



The amount enclosed includes the following donation:
FPL Care To Share: _____

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Visit FPL.com/PayBill for ways to pay.

44745-09553
ACCOUNT NUMBER

\$200.68
TOTAL AMOUNT YOU OWE

Mar 15, 2022
NEW CHARGES DUE BY

\$
AMOUNT ENCLOSED





ESTIMATED FINAL BILL

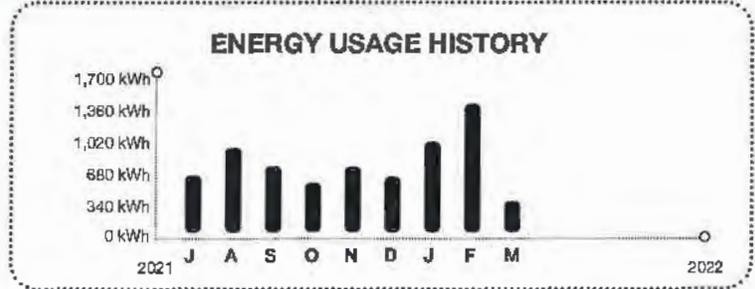
For: Feb 22, 2022 to Mar 10, 2022 (16 days)
Statement Date: Mar 11, 2022
Account Number: 44745-09553
Service Address:
76117 TRIBUTARY DR # CNST
YULEE, FL 32097

AULD AND WHITE CONSTRUCTORS LLC,
Here's what you owe for this billing period.

CURRENT BILL

\$55.10
TOTAL AMOUNT YOU OWE

Apr 1, 2022
NEW CHARGES DUE BY



BILL SUMMARY

Amount of your last bill	200.68
Additional Activity	-199.29
Balance before new charges	1.39
Total new charges	53.71
Total amount you owe	\$55.10

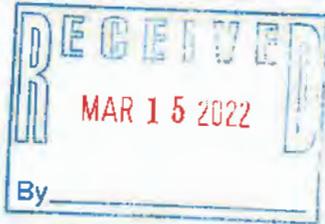
ESTIMATED FINAL BILL

(See page 2 for bill details.)

KEEP IN MIND

- This billing period is less than a month; bill factors are available upon request.

1709 | JTD
01282.01 | 55.10



Customer Service: (386) 255-3020
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27

139 3416447450955350155000000

0001 0002 064327 1

AULD AND WHITE CONSTRUCTORS
LLC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979



The amount enclosed includes the following donation:
FPL Care To Share: _____

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Visit FPL.com/PayBill for ways to pay.

44745-09553
ACCOUNT NUMBER

\$55.10
TOTAL AMOUNT YOU OWE

Apr 1, 2022
NEW CHARGES DUE BY

\$ _____
AMOUNT ENCLOSED



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

Customer Name: HYDRANT METER - AULD & WHITE CONSTRUCTORS INC

Account #: 7067524200

Cycle: 23 Bill Date: 02/28/22

TOTAL SUMMARY OF CHARGES

Water \$ 719.39
Other Activities 1,800.00
(A complete breakdown of charges can be found on the following pages.)
Total New Charges: \$ 2,519.39 ✓

Please note your account has a credit balance, which will be subtracted from your next bill. There is NO NEED to pay. Thank you.
 By turning off the faucet, following irrigation restrictions and checking for leaks, you can help preserve our most valuable natural resource.

1709 - \$545.25

1721 - \$122.08

1728 - \$114.20

1733 - \$123.44

1739 - \$114.20



No payment due

Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay
-\$1,871.75	-\$1,128.25	-\$3,000.00	\$2,519.39	-\$480.61

WE APPRECIATE YOUR BUSINESS

Additional information on reverse side. →



Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Check here for telephone/mail address correction and fill in on reverse side.

Acct#: 7067524200 Bill Date: 02/28/22 No payment due.

0000008 I=10010000



8 1 SP 0.530
AULD & WHITE CONSTRUCTORS INC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979

\$1,019.39

0002 349995/3983060 0000008 1 I=1001000000



21 West Church Street, Jacksonville, FL 32202-3139
 Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

Customer Name: HYDRANT METER - AULD & WHITE CONSTRUCTORS INC Account #: 7067524200

Cycle: 23 Bill Date: 02/28/22

WATER SERVICE

Billing Rate: Fire Hydrant Water Service
 Service Address: 01599 FIRE HYDRANT METER WY **1709**
 Service Period: 01/28/22 - 02/28/22 Reading Date: 02/28/2022
 Service Point: Hydrant Meter

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
66953535	31	16878	Regular	2	800 CF
Basic Monthly Charge					\$ 100.80
Consumption Charge					8.92
Environmental Charge					2.21
City of Jacksonville Franchise Fee					3.36
Public Service Tax					11.53
TOTAL CURRENT WATER CHARGES					\$ 126.82

WATER SERVICE

Billing Rate: Fire Hydrant Water Service
 Service Address: 01632 FIRE HYDRANT METER WY **1721**
 Service Period: 01/28/22 - 02/28/22 Reading Date: 02/28/2022
 Service Point: Hydrant Meter

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
01578300	31	14620	Regular	2	500 CF
Basic Monthly Charge					\$ 100.80
Consumption Charge					5.57
Environmental Charge					1.38
City of Jacksonville Franchise Fee					3.23
Public Service Tax					11.10
TOTAL CURRENT WATER CHARGES					\$ 122.08

WATER SERVICE

Billing Rate: Fire Hydrant Water Service
 Service Address: 01642 FIRE HYDRANT METER WY **1728**
 Service Period: 01/28/22 - 02/28/22 Reading Date: 02/28/2022
 Service Point: Hydrant Meter

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
01519655	31	2186	Regular	2	0 CF
Basic Monthly Charge					\$ 100.80
City of Jacksonville Franchise Fee					3.02
Public Service Tax					10.38
TOTAL CURRENT WATER CHARGES					\$ 114.20

WATER SERVICE

Billing Rate: Fire Hydrant Water Service
 Service Address: 01682 FIRE HYDRANT METER WY **1733**
 Service Period: 01/28/22 - 02/28/22 Reading Date: 02/28/2022
 Service Point: Hydrant Meter

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
68141716	31	9631	Regular	2	600 CF
Basic Monthly Charge					\$ 100.80
Consumption Charge					6.69
Environmental Charge					1.66
City of Jacksonville Franchise Fee					3.27
Public Service Tax					11.24
TOTAL CURRENT WATER CHARGES					\$ 123.66

WATER SERVICE

Billing Rate: Fire Hydrant Water Service
 Service Address: 01698 FIRE HYDRANT METER WY **1739**
 Service Period: 01/28/22 - 02/28/22 Reading Date: 02/28/2022
 Service Point: Hydrant Meter

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
83706721	31	1665	Regular	2	0 GAL
Basic Monthly Charge					\$ 100.80
City of Jacksonville Franchise Fee					3.02
Public Service Tax					10.38
TOTAL CURRENT WATER CHARGES					\$ 114.20

WATER SERVICE

Billing Rate: Fire Hydrant Water Service
 Service Address: 01730 FIRE HYDRANT METER WY **1709**
 Service Period: 01/28/22 - 02/28/22 Reading Date: 02/28/2022
 Service Point: Hydrant Meter

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
62254872	31	4486	Regular	2	2000 GAL
Basic Monthly Charge					\$ 100.80
Consumption Charge					2.98
Environmental Charge					0.74
City of Jacksonville Franchise Fee					3.14
Public Service Tax					10.77
TOTAL CURRENT WATER CHARGES					\$ 118.43

00002 54-9855 2883050 0000005 2 1-001000000



21 West Church Street, Jacksonville, FL 32202-3139
 Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

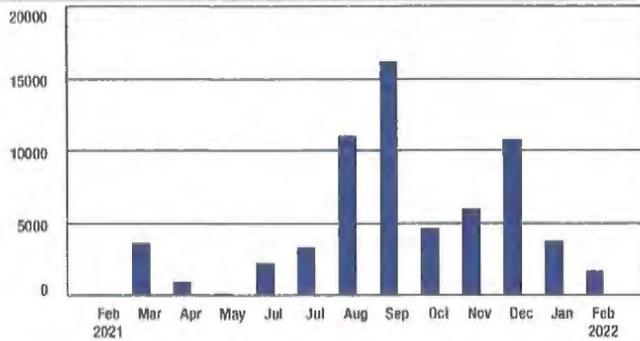
Customer Name: HYDRANT METER - AULD & WHITE CONSTRUCTORS INC Account #: 7067524200

Cycle: 23 Bill Date: 02/28/22

OTHER ACTIVITIES

Refund Check	\$	1,500.00
Service Address: 01599 FIRE HYDRANT METER WY		
Fire Hydrant Water Service		1709
No Reading Fee	\$	150.00
Service Address: 01730 FIRE HYDRANT METER WY		
Fire Hydrant Water Service		1709
No Reading Fee	\$	150.00
TOTAL OTHER ACTIVITIES	\$	1,800.00

CONSUMPTION HISTORY



Water tens Gal Electric Kwh

	1 year ago	Last Month	This Month	Average Daily
Total Kwh used				
Total Gallons used		37,172	16,212	522

LOWE'S HOME CENTERS, LLC
474283 EAST SR 200
FERNANDINA BEACH, FL 32034 (904) 277-5000

178180
1321.01
JTD

- SALE -

SALES#: 51647041 626666 TRANS#: 2897051 02-03-22

044946 AQUAFINA 16.9-FL OZ 24-CT	9.46
4.98 DISCOUNT EACH	-0.25
2 @ 4.73	
429769 R-D PRO 15-OZ ORNG FLUOR	31.01
33.48 DISCOUNT EACH	-1.67
496122 SPLSH 0-DEG WINDSHIELD WS	2.83
2.98 DISCOUNT EACH	-0.15
546078 PRESCO 100CT 18IN GLD ORA	9.96
10.48 DISCOUNT EACH	-0.52
1501492 STAGREEN 20-PACK FABRIC P	18.45
6.48 DISCOUNT EACH	-0.33
3 @ 6.15	
283714 12-OZ AUTO GLOSS BLACK SP	6.63
6.98 DISCOUNT EACH	-0.35
85287 ENERGIZER 9V 4-CT	14.71
15.48 DISCOUNT EACH	-0.77
85001 ENERGIZER D 8-CT	14.71
15.48 DISCOUNT EACH	-0.77
569158 WD-40 8-OZ TWN SMTSTRW	9.49
9.98 DISCOUNT EACH	-0.49

SUBTOTAL: 118.05
TAX: 6.52
INVOICE 02659 TOTAL: 124.57
LAR: 124.57

TOTAL DISCOUNT: 6.21

LAR: XXXXXXXXXXXX7956 AMOUNT: 124.57 AUTHCD: 000954
SWIPE REF ID: 064364 02/03/22 09:03:34
LAR PD: 1709
ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL
AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 1647 TERMINAL: 02 02/03/22 09:04:11
OF ITEMS PURCHASED: 12
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: LAMAR BRYANT

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *

1709 / R.O.
1321.01 / JTD



How doers
get more done.

463785 STATE ROAD 200
YULFE, FL 32097 (904)225 2940

6921 00005 13192 02/15/22 08:43 AM
SALE CASHIER MARICA

853453003018 RAMBOARD <A>	
RAM BOARD (RB 38-50)	
2032.95	65.90
039645990223 BONDING <A>	17.87
1GAL QUIKRETE BONDING ADHESIVE	
061328220068 HDX TOWELS <A>	10.98
HDX GIANT ROLL PAPER TOWELS 6-15	
020066221423 PRO 2X 12PK <A>	59.98
PRO 2X MARK FLRSCNT ORANGE CNT 12PK	
051115091681 3MLNGMSK2"6P <A>	38.48
SCOTCHBLUE 1.88" 2090 6PK	
021709650679 ZEP CLNSWEEP <A>	
ZEP KLEEN SWEEP FLOOR SWEEP 50LB	
2023.98	47.96
853453003032 RAMBRD TAPE <A>	
RAM BOARD SEAM TAPE (RT 3-164)	
2010.95	21.90
045242319473 MILWBLKMRK <A>	
MKE INKZALL BLACK BULK MARKER	
200.97	1.94
081834102283 BULKRNDPNCL <A>	
JUMBO ROUND FSC 100% PENCIL	
400.29	1.16
045242499380 25'OPTAPE <A,S>	10.97
MKE 25FT COMPACT TAPE MEASURE	
077089150056 3"WHTBR5BRSH <A>	
CHIP 3.0 FLAT BRUSH	
201.87	3.74
051141900391 FILM <A>	
3M PREFOLDED MASKING FILM 72X90	
2012.48	24.96

SUBTOTAL	305.84
SALES TAX	21.41
TOTAL	\$327.25

XXXXXXXXXXXX(9557 HOME DEPOT
 AUTH CODE 015287/1051662 * USD\$ 327.25
 TA

AULD & WHITE CONST
 DUKE WILLIAM
 Chip Read
 ATD A000000004999908400305 THD PLCC PROX

6921 02/15/22 08:43 AM



6921 05 13192 02/15/2022 1766

RETURN POLICY DEFINITIONS
 POLICY ID DAYS POLICY EXPIRES ON
 A 11 365 02/15/2023

DID WE NAIL IT?

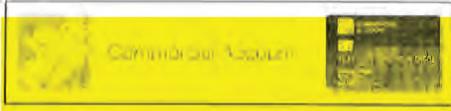
Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 33594 26678
PASSWORD: 22115 26673

Entries must be completed within 14 days
of purchase. Entrants must be 18 or



INVOICE

Invoice #: 3621671

Please pay from this invoice.

AULD & WHITE CONST
4168 SOUTHPOINT PKWY S STE 101

1709 | JTD
01321.01 | 439.18

Account xxxx xxxx xxxx 9557
Transaction Date 02/23/22
Total Invoice Due by 04/30/22 \$439.18
Balance Due if paid by 03/15/22 \$430.97

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00219	LANAHAN TIM	LANAHAN TIM	1709	
Store / Register #: 6921, YULEE, FL / 62				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
HUSKY 42G CONTRACTOR BAGS 50CT	00002670000000400003	1.0000	EA	\$29.47	\$29.47
2X4-12 HT WW	00001616670000300002	1.0000	EA	\$15.85	\$15.85
23/32 4X8 RTD PLYWOOD	00001661030000100002	1.0000	EA	\$74.78	\$74.78
23/32 4X8 RTD PLYWOOD	00001661030000100002	1.0000	EA	\$74.78	\$74.78
23/32 4X8 RTD PLYWOOD	00001661030000100002	1.0000	EA	\$74.78	\$74.78
328' 16GA REBAR TIE WIRE	00005723650000900009	1.0000	EA	\$11.97	\$11.97

continued →

Questions About Your Account **ACCT MGR** MELANIE JOHNSON EXT 5222821 **PHONE** 1-800-494-1946 (TTY: 711)
EMAIL MELANIE1.JOHNSON@CITI.COM **FAX** 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 4 8 HP 23 This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ↓

Your Account Number is xxxx xxxx xxxx 9557

Amount Due \$439.18
Due Date April 30, 2022
Invoice Number 3621671

Amount Enclosed: \$

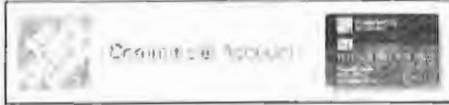
Print address changes on the reverse side.
Make Checks Payable to ▼

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx9557
PO BOX 78047
PHOENIX, AZ 85062-8047

Invoice Enclosed

AULD & WHITE CONST
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE, FL 32216-0979

001168 300020
001168 300020



Remit payment and make checks payable to
HOME DEPOT CREDIT SERVICES
DEPT. XX - XXXXX9557
PO BOX 78047
PHOENIX, AZ 85062-8047

INVOICE

Invoice #: **3621671** cont.

Account **xxxx xxxx xxxx 9557**
Transaction Date **02/23/22**
Total Invoice Due **\$439.18**
by 04/30/22
Balance Due if paid **\$430.97**
by 03/15/22

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1GAL QUIKRETE BONDING ADHESIVE	00003490110000900010	1.0000	EA	\$17.87	\$17.87

SUBTOTAL	\$410.45
TAX	\$28.73
SHIPPING	\$0.00
TOTAL	\$439.18

Early Pay Discount	\$8.21
Balance Due if paid by 03/15/22	\$430.97

Please pay from this invoice.

INVOICE



White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
234 - JACKSONVILLE (0022)
(904) 388-2926
5409 BROADWAY AVENUE
JACKSONVILLE FL 32254
DUVAL

INVOICE NUMBER
50017923173
INVOICE DATE
02/08/2022
CUSTOMER PO NUMBER
1709

ENROLLMENT TOKEN: WZK QXM PPK

SOLD TO: 100402000

AULD & WHITE CONSTRUCTORS LLC
4168 SOUTHPOINT PKWY-101
JACKSONVILLE FL 32216

Handwritten: 1709 / 0132401 / 120.25
OK WZK 3/3

TERRITORY:
SHIP TO: 10002889237

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

TRIBUTARY
SR200 AND TRIBUTARY DRIVE
PO# 1709
YULEE FL 32097

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
01/28/2022	45809582	BILLY DUKE	SAPP, CHARLES A	BOSSIE, BRIAN D
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
234	10002889237	2% 10TH NET 30TH	2. OUR TRUCK	TRIBUTARY

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 19936099 *****	1	0	0	1	0.00	
1	121JS119L	LG LIME JACKET BRILLIANT BOMBER	1	112.39 EA	0	1	112.39	7.86

RECEIVED
FEB 09 2022
Auld & White Constructors

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale> to view complete terms and conditions.

TOTAL GROSS	112.39
TOTAL TAX	7.86
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	120.25

RECEIVED BY: AULD & WHITE CONSTRUCTORS LLC SIGNATURE COPY ON FILE

HRH Safety and Health Systems

P. O. Box 330998
 Atlantic Beach, FL 32233
 904 307-8591

Invoice

1709 | JTD
 01327.01 | 29.25

Date	Invoice #
3/11/2022	100-17863

Auld & White Constructors, Inc.
 Attn: Jan Conwell
 4168 Southpoint Parkway, Suite 101
 Jacksonville FL 32216

1730 | JW
 01327 | 18.14

1748 | JTD
 01327 | 25.16

Terms	Due Date
Net 30	4/10/2022

Service	Description of Service Provided	Qty	Rate	Amount
PR Mileage	Pro Rated Mileage Expense 2/2 Tributary	50	0.585	29.25
PR Mileage	Pro Rated Mileage Expense 2/7 Putzke Farms	31	0.585	18.14
PR Mileage	Pro Rated Mileage Expense 2/24 Tributary Park	43	0.585	25.16
				\$72.55

REMIT PAYMENT TO:
STAFF ZONE
 P.O. Box 890722
 Charlotte, NC 28289-0722

INVOICE

Invoice Number: 1512410292
 Invoice Date: 1/30/2022
 Invoice Amount: \$536.70
 Amount Paid: _____



TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST. 18% INTEREST ANNUM (1.5% per month) THEREAFTER.

AULD & WHITE CONSTRUCTORS
 ACCOUNTS PAYABLE
 4168 SOUTHPOINT PKWY. STE 101
 JACKSONVILLE, FL 32216
 PO #: TRIBUTARY
 Customer Number: 51AULD



↑ Please remit this stub with payment ↑

Date	Description	Ticket Number	Regular		Overtime		Amount
			Hours	Rate	Hours	Rate	
1/26/2022	MORMAN, TREMAINE ***	998937	8.00	\$17.70	0.00	\$0.00	\$141.60
1/26/2022	NOWELL, TRACY D ***	998937	8.00	\$17.70	0.00	\$0.00	\$141.60
1/27/2022	DAVIS, MONICA A ***	999032	4.00	\$17.70	0.00	\$0.00	\$70.80
1/27/2022	AVERY, CURTIS ***	999032	10.00	\$17.70	0.00	\$0.00	\$177.00
	ACA Benefits Surcharge		30.00	\$0.19	0.00	\$0.00	\$5.70

Handwritten calculation:
 1709
 01511.01 | 536.70

RECEIVED
 MAR 23 2022
 Auld & White Constructors

Total Due: \$536.70

Invoice Number: 1512410292
 Invoice Date: 1/30/2022
 Invoice Amount: \$536.70

THANK YOU FOR USING STAFF ZONE

STAFF ZONE

- Albans** 706-850-2270
- Atlanta-Doraville** 770-220-9950
- Atlanta-East Point** 404-782-2512
- Augusta** 706-724-9585
- Austin** 512-452-8367
- Birmingham** 205-703-9701
- Brunswick** 912-264-5500
- Charleston-Remount Rd.** 843-398-9663
- Charleston-Rivers Ave.** 843-202-1551
- Charlotte** 704-714-9663
- Clearwater** 727-221-7343
- Columbia** 803-399-9663
- Columbus** 706-324-1780
- Dallas** 972-258-9663
- Denver** 720-638-4972
- Durham** 919-797-0004
- Fort Worth** 817-900-9000
- Greensboro** 336-553-2970
- Greenville** 864-271-0004
- Houston** 832-203-8117
- Huntsville** 256-964-7274
- Jacksonville** 904-634-0052
- Kissimmee** 407-483-4747
- Las Vegas** 725-251-5554
- Memphis** 901-249-8388
- Nashville-Dickerson Pike** 615-915-2457
- Nashville-Hermitage Ave.** 615-242-9663
- Norfolk** 757-807-7155
- Orlando** 407-413-5066
- Phoenix** 602-314-5953
- Piano** 469-786-0363
- Raleigh** 919-863-9663
- Richmond** 804-644-9663
- San Antonio** 210-455-0020
- Savannah** 912-965-9120
- Tampa** 813-972-9663

Company: (Bill To)

Job Site Name & Address:

Report to:

Time:

No of Workers Needed:

Job Description:

Repeat Work Order?

Yes No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? _____ Time? _____ Report to: _____

X _____
Authorized Signature Print Name

Reachable Phone Number:

Remarks:

998937

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Troy Wilson								
						1511.01		TPL
						1709		

SUPERVISION REQUIRED **Our MOD Rate is .90** **TOTAL BILLABLE HOURS:** 6

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CUSTOMER COPY

STAFF ZONE

- Albans** 706-850-2270
- Atlanta-Doraville** 770-220-9950
- Atlanta-East Point** 404-782-2512
- Augusta** 706-724-9585
- Austin** 512-452-8367
- Birmingham** 205-703-9701
- Brunswick** 912-264-5500
- Charleston-Remount Rd.** 843-398-9663
- Charleston-Rivers Ave.** 843-202-1551
- Charlotte** 704-714-9663
- Clearwater** 727-221-7343
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- Columbus** 706-324-1780
- Dallas** 972-258-9663
- Denver** 720-638-4972
- Durham** 919-797-0004
- Fort Worth** 817-900-9000
- Greensboro** 336-553-2970
- Greenville** 864-271-0004
- Houston** 832-203-8117
- Huntsville** 256-964-7274
- Jacksonville** 904-634-0052
- Kissimmee** 407-483-4747
- Las Vegas** 725-251-5554
- Memphis** 901-249-8388
- Nashville-Dickerson Pike** 615-915-2457
- Nashville-Hermitage Ave.** 615-242-9663
- Norfolk** 757-807-7155
- Orlando** 407-413-5066
- Phoenix** 602-314-5953
- Piano** 469-786-0363
- Raleigh** 919-863-9663
- Richmond** 804-644-9663
- San Antonio** 210-455-0020
- Savannah** 912-965-9120
- Tampa** 813-972-9663

Date: 1/27/23

Company: (Bill To)

Job Site Name & Address: 76117 TRIBUTARY DR YULEE, FL 32097 TRIBUTARY AMENITIES SUB

Report to: TRIBUTARY TIM

Time:

No of Workers Needed: 264

Job Description: TRUCK HELP

Repeat Work Order?

Yes No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? _____ Time? _____ Report to: _____

X _____
Authorized Signature Print Name

Reachable Phone Number:

Remarks: FIXES

999032

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Memoria Denis								14
Curry Avery								10

SUPERVISION REQUIRED **Our MOD Rate is .90** **TOTAL BILLABLE HOURS:** 14

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CUSTOMER COPY

INVOICE

Invoice Number: 1512410600

Invoice Date: 2/20/2022

Invoice Amount: \$286.24

Amount Paid:

TERMS: NET CASH SEVEN (7) DAYS. PAST DUE 31ST, 18% INTEREST ANNUM (1.5% per month) THEREAFTER.

REMIT PAYMENT TO:
STAFF ZONE
 P.O. Box 890722
 Charlotte, NC 28289-0722



AULD & WHITE CONSTRUCTORS
 ACCOUNTS PAYABLE
 4168 SOUTHPOINT PKWY. STE 101
 JACKSONVILLE, FL 32216

PO #: TRIBUTARY
 Customer Number: 51AULD

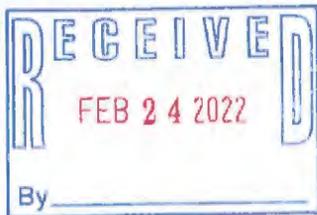


↑ Please remit this stub with payment ↑

Date	Description	Ticket Number	Regular		Overtime		Amount
			Hours	Rate	Hours	Rate	
2/15/2022	WATES, JOSEPH J ***	843637	8.00	\$17.70	0.00	\$0.00	\$141.60
2/15/2022	ROBINSON, RONALD ***	843637	8.00	\$17.70	0.00	\$0.00	\$141.60
	ACA Benefits Surcharge		16.00	\$0.19	0.00	\$0.00	\$3.04

Handwritten calculation:
 1709 | B.O.

 1511.01 | 286.24



Total Due: \$286.24

Invoice Number: 1512410600
 Invoice Date: 2/20/2022
 Invoice Amount: \$286.24

THANK YOU FOR USING STAFF ZONE

STAFF ZONE

- Albany** 706-850-2270
- Atlanta-Doraville** 770-220-8950
- Atlanta-East Point** 404-762-2512
- Atlanta-Marietta** 678-803-6545
- Birmingham** 205-703-9701
- Brownsville** 912-264-5500
- Charlotte-Mecklenburg Rd.** 843-308-9663
- Charlotte-Hearts Ave.** 843-202-1551
- Charlotte** 704-716-9663
- Clemson** 727-221-7343
- Columbus** 603-399-9663
- Columbus** 706-324-1780
- Dallas** 972-258-9663
- Denver** 720-638-4972
- Durham** 919-797-0004
- Fort Worth** 817-900-9000
- Greensboro** 336-553-2870
- Greenville** 864-271-0064
- Houston** 832-203-8117
- Kennesaw** 256-954-7274
- Jacksonville** 904-634-0052
- Kissimmee** 407-483-4747
- Las Vegas** 725-251-5554
- Lawrenceville** 770-815-1104
- Memphis** 901-249-8385
- Nashville-Dickerson Pike** 615-915-2467
- Nashville-Hermitage Ave.** 615-242-9863
- Norfolk** 757-807-7155
- Orlando** 407-413-5066
- Phoenix** 602-314-6653
- Plano** 469-796-0363
- Raleigh** 919-853-9663
- Richmond** 804-644-9663
- San Antonio** 210-455-0020
- Savannah** 912-965-0120
- Tampa** 813-972-9663

Company: **TRINITY**
 (Bill To)
 Job Site Name & Address: **78117 TRINITY DR VILLET ST. 32807 TRINITY MEMPHIS TN**
 Report to: **TRINITY**
 Time: **7AM**
 No of Workers Needed: **2AL**

Repeat Work Order?

843637

Yes No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? X Time? 1 Report to: _____

X _____
 Authorized Signature Print Name

Reachable Phone Number: _____

Job Description: **move mat. Trash sweep**

Remarks: **Good Job**

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
ROBINSON, RONALD		8						8
WILSON, JOSEPH J		8						8

SUPERVISION REQUIRED



Our MOD Rate is .90



TOTAL BILLABLE HOURS: 16

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY



How doers
get more done.

1709 / B.O.
1613.01 / JTD

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00005 10966 02/14/22 12:35 PM
SALE CASHIER ZACHARY

027541001235 BOTTLE WATER <A>	
1/2 LITER WATER 24PK	
5@3.84	19.20N
764661102809 80# SAKRETE <A>	
80LB SAKRETE CONCRETE MIX	
4@5.17	20.68
6940376002670 16FT2PK <A>	10.97
1.25"X16 HUSKY RATCHET STRAP1000#2PK	

SUBTOTAL	50.85
SALES TAX	2.22
TOTAL	\$53.07

XXXXXXXXXXXX9557 HOME DEPOT

AUTH CODE 014549/2051570 USD\$ 53.07
TA

AULD & WHITE CONST
DUKE WILLIAM
Chip Read
AID A000000004999908400305 THE PLCC PROX

P.O.#/JOB NAME: 1709

6921 02/14/22 12:35 PM



6921 05 10966 02/14/2022 7335

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A 11	365	02/14/2023

DID WE NAIL IT?

Take a short survey for a chance to WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 29142 22226
PASSWORD: 22114 22221

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

*Playground
Blades*



**How doers
get more done.**

*1709 / B.O.
1641.01 / JD*

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00005 41748 02/24/22 12:06 PM
SALE CASHIER MELINDA

764666681583 CN SCREW 5# <A>	29.97
2-1/2" CONSTRUCTION SCREW 5 LB	
045242596706 OSCILLATING <A>	69.97
OSCILLATING MULTI-TOOL BLADE KIT (8-	
015812780026 STAKE <A>	8.98
EMPIRE ORANGE STAKE FLAGS 100PK	

SUBTOTAL	108.92
SALES TAX	7.62
TOTAL	\$116.54

XXXXXXXXXXXX9557 HOME DEPOT
AUTH CODE 024899/2052710 TA

AULD & WHITE CONST
DUKE WILLIAM
Chip Read
AID A000000004999908400305 THD PLCC PROX

P.O.#/JOB NAME: 1709

6921 02/24/22 12:06 PM



6921 05 41748 02/24/2022 2649

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 02/24/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 90706 83790
PASSWORD: 22124 83785

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 5
Period To: 03/31/22
Application Date: 03/09/22
Project No.: 1709
Contract Date: 05/20/21
Commitment: 1709-024

From: The Tree Amigos Outdoor Services, Inc.
5000-18 highway 17 #235
Fleming Island, , FL 32003

Contract For: 1709-024 - LANDSCAPING & IRRIGATION - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$242,180.00
2. NET CHANGE BY CHANGE ORDERS	\$13,174.00
3. CONTRACT SUM TO DATE	\$255,354.00
4. TOTAL COMPLETED AND STORED TO DATE	\$66,444.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$6,644.40
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$6,644.40
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$59,799.60
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$51,767.10
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$8,032.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$195,554.40
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$1,934.00	\$0.00
Total approved this month	\$11,240.00	\$0.00
TOTALS	\$13,174.00	\$0.00
NET CHANGES by Change Orders		\$13,174.00

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

CONTRACTOR:

By: Shannon McKissock Date: 03/23/22
 State Of: _____
 County Of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$8,032.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
 The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 5
 APPLICATION DATE: 03/09/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

The Tree Amigos Outdoor Services, Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
	Trees	\$102,475.00	\$33,050.00	-	-	\$33,050.00	32.25%	\$69,425.00	\$3,305.00
	Shrubs	\$43,312.75	-	-	-	-	-	\$43,312.75	-
	Sod	\$9,400.00	-	-	-	-	-	\$9,400.00	-
	Mulch	\$12,111.00	-	-	-	-	-	\$12,111.00	-
	Irrigation	\$39,275.00	\$9,500.00	-	-	\$9,500.00	24.19%	\$29,775.00	\$950.00
	Playground Materials	\$12,221.00	-	-	-	-	-	\$12,221.00	-
	Boulders	\$8,835.00	\$8,835.00	-	-	\$8,835.00	100.00%	-	\$883.50
	Grade	\$2,000.00	\$2,000.00	-	-	\$2,000.00	100.00%	-	\$200.00
	Equipment	\$3,000.00	\$1,200.00	-	-	\$1,200.00	40.00%	\$1,800.00	\$120.00
	Mobilization	\$2,000.00	-	-	-	-	-	\$2,000.00	-
	Delivery	\$7,550.25	\$1,000.00	-	-	\$1,000.00	13.24%	\$6,550.25	\$100.00
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
2	LANDSCAPING & IRRIGATION (CO #1)	\$1,934.00	\$1,934.00	-	-	\$1,934.00	100.00%	-	\$193.40
1	LANDSCAPING & IRRIGATION (CO #2)	\$8,925.00	-	\$8,925.00	-	\$8,925.00	100.00%	-	\$892.50
1	LANDSCAPING & IRRIGATION (CO #2)	\$2,315.00	-	-	-	-	-	\$2,315.00	-
	PAYMENT TOTALS	\$255,354.00	\$57,519.00	\$8,925.00	-	\$66,444.00	26.02%	\$188,910.00	\$6,644.40

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 7
Period To: 03/31/22
Application Date: 03/23/22
Project No.: 1709
Contract Date: 12/16/20
Commitment: 1709-008

From: The Tree Amigos Outdoor Services, Inc.
5000-18 highway 17 #235
Fleming Island, , FL 32003

Contract For: 1709-008 - LANDSCAPING & IRRIGATION

1. ORIGINAL CONTRACT AMOUNT	\$722,153.00
2. NET CHANGE BY CHANGE ORDERS	(\$53,202.00)
3. CONTRACT SUM TO DATE	\$668,951.00
4. TOTAL COMPLETED AND STORED TO DATE	\$660,501.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$660,501.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$658,186.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$2,315.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$8,450.00
(Line 3 less Line 6)	

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

CONTRACTOR:

By: Shannon McKissock Date: 03/23/22
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$2,315.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$7,404.00	\$71,371.00
Total approved this month	\$10,765.00	\$0.00
TOTALS	\$18,169.00	\$71,371.00
NET CHANGES by Change Orders		(\$53,202.00)

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 7
 APPLICATION DATE: 03/23/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

The Tree Amigos Outdoor Services, Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Trees	\$235,505.00	\$235,505.00	-	-	\$235,505.00	100.00%	-	-
2	Shrubs & Groundcover	\$165,828.85	\$165,828.85	-	-	\$165,828.85	100.00%	-	-
3	Sod	\$76,368.05	\$76,368.05	-	-	\$76,368.05	100.00%	-	-
4	Annuals	\$3,257.45	\$3,257.45	-	-	\$3,257.45	100.00%	-	-
5	Mulch	\$43,631.50	\$43,631.50	-	-	\$43,631.50	100.00%	-	-
6	Irrigation VE	\$155,387.00	\$155,387.00	-	-	\$155,387.00	100.00%	-	-
7	Grade	\$10,250.00	\$10,250.00	-	-	\$10,250.00	100.00%	-	-
8	Mobilization	\$5,500.00	\$5,500.00	-	-	\$5,500.00	100.00%	-	-
9	Delivery	\$14,875.00	\$14,875.00	-	-	\$14,875.00	100.00%	-	-
10	Equipment	\$9,750.15	\$9,750.15	-	-	\$9,750.15	100.00%	-	-
11	Entry Grade	\$1,800.00	\$1,800.00	-	-	\$1,800.00	100.00%	-	-
1	LANDSCAPING (CO #1)	(\$68,272.00)	(\$68,272.00)	-	-	(\$68,272.00)	100.00%	-	-
2	PCO No. 03 - Deduct Landscape Deletion at Entry (CO #2)	(\$3,099.00)	(\$3,099.00)	-	-	(\$3,099.00)	100.00%	-	-
1	LANDSCAPING (CO #3)	\$1,000.00	\$1,000.00	-	-	\$1,000.00	100.00%	-	-
1	LANDSCAPING (CO #4)	\$4,220.00	\$4,220.00	-	-	\$4,220.00	100.00%	-	-
3	LANDSCAPING (CO #5)	\$2,184.00	\$2,184.00	-	-	\$2,184.00	100.00%	-	-
4	LANDSCAPING (CO #6)	\$2,250.00	-	-	-	-	-	\$2,250.00	-
4	LANDSCAPING (CO #6)	\$6,200.00	-	-	-	-	-	\$6,200.00	-
4	LANDSCAPING (CO #7)	\$2,315.00	-	\$2,315.00	-	\$2,315.00	100.00%	-	-
PAYMENT TOTALS		\$668,951.00	\$658,186.00	\$2,315.00	-	\$660,501.00	98.74%	\$8,450.00	-

2795.23

1709

JTD
B.O.



How doers
get more done.

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00004 54504 02/16/22 12:07 PM
SALE CASHIER ZACHARY

764661102809 80# SAKRETE <A-
80LB SAKRETE CONCRETE MIX
405.17 20.68

SUBTOTAL 20.68
SALES TAX 1.45
TOTAL \$22.13

XXXXXXXXXXXX9557 HOME DEPOT
AUTH CODE 016600/0044337 USD\$ 22.13
TA

AULD & WHITE CONST
DUKE WILLIAM
Chip Read
ATD A000000004999908400305 THD PLCC PROX

P.O.#/JOB NAME: 1709

6921 02/16/22 12:07 PM



6921 04 54504 02/16/2022 4053

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 02/16/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 116218 109301
PASSWORD: 22116 109297

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Fire
Pit
drain
pipe

1709 / 8.0
2795.03 / JTD



LOWE'S HOME CENTERS, LLC
474283 EAST SR 200
FERNANDINA BEACH, FL 32034 (904) 277-5000

- SALE -

SALES#: S1647CJ1 626666 TRANS#: 88204253 02-18-22

156886	3M TOUGH 55-YD BLACK DUCT	15.72
8.28	DISCOUNT EACH	-0.42
	2 @ 7.86	
508021	NDS 3 AND 4-IN BLACK ATR	6.25
6.50	DISCOUNT EACH	-0.33
29339	3-IN PVC DWV 45-DEG ELBOW	20.04
5.28	DISCOUNT EACH	-0.27
	4 @ 5.01	
29361	3-IN PVC DWV 90-DEG LONG	32.76
11.48	DISCOUNT EACH	-0.56
	3 @ 10.92	
1642024	PIPE WRAP TAPE	5.22
5.49	DISCOUNT EACH	-0.27

SUBTOTAL: 79.99

TAX: 5.60

INVOICE 01582 TOTAL: 85.59

LAR: 85.59

TOTAL DISCOUNT: 4.20

LAR:XXXXXXXXXX7958 AMOUNT:85.59 AUTHCD:000930

SWIPED REFID:949896 02/18/22 12:10:59

LAR PO: 1709

ACCOUNT NAME:

AULD AND WHITE CONSTRUCTOR

AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

STORE: 1647 TERMINAL: 01 02/18/22 12:11:03

OF ITEMS PURCHASED: 11

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT

LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE

AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: LAMAR BRYANT

LOWE'S PRICE PROMISE

FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *

Five
Pit pipe

1709

JTB
R.O.



How doers
get more done.

~~1709~~
2995.03

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00002 83176 02/18/22 12:21 PM
SALE CASHIER MARVIN

611942039517 DWV PIPE -A-
3" X 10' PVC40-DWV PE PIPE
2042.71 85.42

SUBTOTAL 85.42
SALES TAX 5.98
TOTAL \$91.40

XXXXXXXXXXXX9557 HOME DEPOT
USD\$ 91.40
AUTH CODE 018512/8023318 TA

AULD & WHITE CONST
DUKE WILLIAM
Chip Read
AID A000000004999908400305 THD PLCC PROJ

P.O.#/JOB NAME: 1709

6921 02/18/22 12:21 PM



6921 02 83176 02/18/2022 6584

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 02/18/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 173562 166643
PASSWORD: 22118 166641

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

per Jennifer,
this is for 1709

1709	JTD
65111.03	1650.00

Robert James Custom Metal L.L.C

2900 N. Canal Street Jacksonville, FL 32209
Email: robertjamescustommetal@Comcast.Net
Phone 772-214-0996

Date: 10/27/2021 ←

Invoice

Number: 21-1010-1

To:
Auld & White Constructors, LLC
4168 Southpoint Parkway
Suite 101
Jacksonville, FL 32216
Attn: James Durkin

Project:
~~Daytona School of the Blind~~
~~408 White Street~~
Daytona Beach, FL 32114

job # 1709

For furnishing material and labor as requested on the above referenced projects:

Original contract amount.....	\$ 1,650.00
(4) steel brackets	
ADD/Deduct for contract number (0).....	\$
New contract amount.....	\$1,650.00
Amount due this request.....	\$ 1,650.00

Thank you:

Robert James Custom Metal L.L.C.
James Reitz

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 8

Period To: 03/31/22

Application Date: 03/09/22

From: Noble Construction Group Inc.
2649 west beaver street
jacksonville , FL 32254

Project No.: 1709

Contract Date: 06/11/21

Commitment: 1709-035

Contract For: 1709-035 - ROUGH CARPENTRY - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$793,060.00
2. NET CHANGE BY CHANGE ORDERS	\$85,967.00
3. CONTRACT SUM TO DATE	\$879,027.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G)	\$879,027.00
5. RETAINAGE	
10.00% of Completed Work (Columns D + E)	\$87,902.70
10.00% of Stored Materials (Columns F)	-
Total Retainage (Line 5a + Line 5b OR Sum of Column I)	\$87,902.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$791,124.30
7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$770,913.00
8. CURRENT PAYMENT DUE	\$20,211.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$87,902.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$63,510.00	\$0.00
Total approved this month	\$22,457.00	\$0.00
TOTALS	\$85,967.00	\$0.00
NET CHANGES by Change Orders		\$85,967.00

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

CONTRACTOR:

By: _____ Date: _____

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$20,211.30

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
 containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 8
 APPLICATION DATE: 03/09/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

Noble Construction Group Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1		-	-	-	-	-	-	-	-
2		-	-	-	-	-	-	-	-
3	NOBLE CONSTRUCTION GROUP INC.	-	-	-	-	-	-	-	-
4		-	-	-	-	-	-	-	-
5		-	-	-	-	-	-	-	-
6	B	-	-	-	-	-	-	-	-
7		-	-	-	-	-	-	-	-
8		-	-	-	-	-	-	-	-
9	DESCRIPTION OF WORK	-	-	-	-	-	-	-	-
10		-	-	-	-	-	-	-	-
11		-	-	-	-	-	-	-	-
12	bath and fitness trusses on site	\$24,000.00	\$24,000.00	-	-	\$24,000.00	100.00%	-	\$2,400.00
13	Framing materia delivered	\$236,060.00	\$236,060.00	-	-	\$236,060.00	100.00%	-	\$23,606.00
14	Lake house framing	\$75,000.00	\$75,000.00	-	-	\$75,000.00	100.00%	-	\$7,500.00
15	lake house wall board installed	\$20,000.00	\$20,000.00	-	-	\$20,000.00	100.00%	-	\$2,000.00
16	Trusses on site	\$20,000.00	\$20,000.00	-	-	\$20,000.00	100.00%	-	\$2,000.00
17	lake house trusses set and roof sheathed	\$24,000.00	\$24,000.00	-	-	\$24,000.00	100.00%	-	\$2,400.00
18	Fitness and bath framing	\$75,000.00	\$75,000.00	-	-	\$75,000.00	100.00%	-	\$7,500.00
19	fitness and bath wall board installed	\$20,000.00	\$20,000.00	-	-	\$20,000.00	100.00%	-	\$2,000.00
20	Fitness and bath trusses set and roof sheathed	\$10,000.00	\$10,000.00	-	-	\$10,000.00	100.00%	-	\$1,000.00
21	Cornice on site	\$58,000.00	\$58,000.00	-	-	\$58,000.00	100.00%	-	\$5,800.00
22	Cornice installed	\$67,000.00	\$67,000.00	-	-	\$67,000.00	100.00%	-	\$6,700.00
23	Cedar on site	\$68,000.00	\$68,000.00	-	-	\$68,000.00	100.00%	-	\$6,800.00
24	Trellis istalled	\$32,000.00	\$32,000.00	-	-	\$32,000.00	100.00%	-	\$3,200.00
25	1x6 T&G on site	\$32,000.00	\$32,000.00	-	-	\$32,000.00	100.00%	-	\$3,200.00
26	1x6 T&G installed	\$32,000.00	\$32,000.00	-	-	\$32,000.00	100.00%	-	\$3,200.00
27		-	-	-	-	-	-	-	-
28		-	-	-	-	-	-	-	-

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 8
 APPLICATION DATE: 03/09/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

Noble Construction Group Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
29		-	-	-	-	-	-	-	-
30		-	-	-	-	-	-	-	-
31		-	-	-	-	-	-	-	-
32		-	-	-	-	-	-	-	-
33		-	-	-	-	-	-	-	-
34		-	-	-	-	-	-	-	-
35		-	-	-	-	-	-	-	-
36		-	-	-	-	-	-	-	-
37		-	-	-	-	-	-	-	-
38		-	-	-	-	-	-	-	-
39		-	-	-	-	-	-	-	-
40		-	-	-	-	-	-	-	-
41		-	-	-	-	-	-	-	-
42	Total	-	-	-	-	-	-	-	-
1	ROUGH CARPENTRY SUBCONTRACT (CO #1)	\$35,889.00	\$35,889.00	-	-	\$35,889.00	100.00%	-	\$3,588.90
2	Entry Pavilion-Allowance (CO #2)	\$27,621.00	\$27,621.00	-	-	\$27,621.00	100.00%	-	\$2,762.10
2	Entry Pavilion-Allowance (CO #3)	\$1,464.00	-	\$1,464.00	-	\$1,464.00	100.00%	-	\$146.40
1	ROUGH CARPENTRY SUBCONTRACT (CO #3)	\$5,993.00	-	\$5,993.00	-	\$5,993.00	100.00%	-	\$599.30
3	Add for Column Wraps (CO #4)	\$15,000.00	-	\$15,000.00	-	\$15,000.00	100.00%	-	\$1,500.00
	PAYMENT TOTALS	\$879,027.00	\$856,570.00	\$22,457.00	-	\$879,027.00	100.00%	-	\$87,902.70

APPLICATION FOR PAYMENT

To: Auld & White Constructors
 4168 Southpoint Pkwy
 Suite 101
 Jacksonville, FL 32216

From: **Doerr's Custom Cabinets & Trim, LLC**
 1300 Wildwood Dr
 St. Augustine, FL 32086

Contract For: 1709-017 - MILLWORK & TRIM - AMENITY CENTER

Project: 1709 - Tributary Amenity Center

Application No.: 3
 Period To: 03/31/22
 Application Date: 03/17/22
 Project No.: 1709
 Contract Date: 05/11/21
 Commitment: 1709-017

1. ORIGINAL CONTRACT AMOUNT	\$223,430.00
2. NET CHANGE BY CHANGE ORDERS	(\$26,027.00)
3. CONTRACT SUM TO DATE	\$197,403.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G)	\$167,845.50
5. RETAINAGE	
10.00% of Completed Work (Columns D + E)	\$16,784.55
10.00% of Stored Materials (Columns F)	-
Total Retainage (Line 5a + Line 5b OR Sum of Column I)	\$16,784.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$151,060.95
7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$72,000.00
8. CURRENT PAYMENT DUE	\$79,060.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$46,342.05

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

CONTRACTOR:

By: _____ Date: _____
 State Of: _____
 County Of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$79,060.95

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
 The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$26,027.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$26,027.00
NET CHANGES by Change Orders		(\$26,027.00)

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 3
APPLICATION DATE: 03/17/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

Doerr's Custom Cabinets & Trim, LLC

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
			1	Administrative		\$16,000.00	\$16,000.00		
2	Cabinetry/Casework	\$30,000.00	-	\$27,000.00	-	\$27,000.00	90.00%	\$3,000.00	\$2,700.00
3	Standing/ Running Trim	\$20,000.00	\$20,000.00	-	-	\$20,000.00	100.00%	-	\$2,000.00
4	SS/Quartz Tops	\$49,500.00	\$35,000.00	\$9,550.00	-	\$44,550.00	90.00%	\$4,950.00	\$4,455.00
5	Beams/Hardware	\$15,500.00	-	\$13,950.00	-	\$13,950.00	90.00%	\$1,550.00	\$1,395.00
6	Specialty	\$16,500.00	-	\$14,850.00	-	\$14,850.00	90.00%	\$1,650.00	\$1,485.00
7	Custom Wall Feature	\$12,500.00	-	\$11,250.00	-	\$11,250.00	90.00%	\$1,250.00	\$1,125.00
8	Finishing	\$8,000.00	-	\$7,200.00	-	\$7,200.00	90.00%	\$800.00	\$720.00
9	Installation	\$45,430.00	\$9,000.00	\$25,072.50	-	\$34,072.50	75.00%	\$11,357.50	\$3,407.25
		-	-	-	-	-	-	-	-
1	Brackets	\$10,000.00	-	\$5,000.00	-	\$5,000.00	50.00%	\$5,000.00	\$500.00
1	MILLWORK (CO #1)	(\$23,456.00)	-	(\$23,456.00)	-	(\$23,456.00)	100.00%	-	(\$2,345.60)
1	MILLWORK (CO #2)	(\$2,571.00)	-	(\$2,571.00)	-	(\$2,571.00)	100.00%	-	(\$257.10)
	PAYMENT TOTALS	\$197,403.00	\$80,000.00	\$87,845.50	-	\$167,845.50	85.03%	\$29,557.50	\$16,784.55

Rain Chain
Fittings

1709 / B.C.
7621.03 / TD



LOWE'S HOME CENTERS, LLC
9525 REGENCY SQUARE BLVD N
JACKSONVILLE, FL 32225 (904) 855-8088

- SALE -

SALES#: S0503JVB 4040458 TRANS#: 68126358 02-17-22

53037 6-IN PVC DWV 90-DEG ELBOW	36.56
38.48 DISCOUNT EACH	-1.92
792045 FEN 6-IN X 6-IN PL PIPX P	88.40
23.27 DISCOUNT EACH	-1.17
4 @ 22.10	

SUBTOTAL: 124.96

TAX: 9.37

INVOICE 43407 TOTAL: 134.33

LAR: 134.33

TOTAL DISCOUNT: 6.60

LAR: XXXXXXXXXXXX7958 AMOUNT:134.33 AUTHCD: 000977

SWIPED REFID:030083 02/17/22 14:32:15

LAR PD: 1709

ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL

AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

STORE: 503 TERMINAL: 43 02/17/22 14:32:38

OF ITEMS PURCHASED: 5

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: MARC CARRASQUILLO

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *

* ENTER FOR A CHANCE TO BE *

* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *

* ENTRE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

* *

* ENTER BY COMPLETING A SHORT SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* YOUR ID #434070 050330 486201 *

* *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

RainChain
Well pipe 1709 B.O.
7621.03



LOWE'S HOME CENTERS, LLC
8054 PHILIPS HIGHWAY
JACKSONVILLE, FL 32256 (904) 828-5170

- SALE -

SALES#: ST042025 4098060 TRANS#: 20113999 02-17-22

23539	DATEY 32-FL 02 PVC HD CL	13.19
13.88	DISCOUNT EACH	-0.69
86806	6-INX10-FT S40 PVC DWV CL	50.08
52.72	DISCOUNT EACH	-2.64
52570	6-IN PVC DWV 45-DEG ELBOW	39.88
41.98	DISCOUNT EACH	-2.10
53037	6-IN PVC DWV 90-DEG ELBOW	182.75
38.48	DISCOUNT EACH	-1.93
5 0		36.55

SUBTOTAL: 285.90

TAX: 21.44

INVOICE 20909 TOTAL: 307.34

LAR: 307.34

TOTAL DISCOUNT: 15.08

LAR: XXXXXXXXXXXX7958 AMOUNT:307.34 AUTHCD: 001150

SWIPED REFID:979700 02/17/22 11:06:01

LAR PO: 1709

ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL

AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

STORE: 1842 TERMINAL: 20 02/17/22 11:06:39

OF ITEMS PURCHASED: 8

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT

LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE

AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: BRIAN DANIEL

LOWE'S PRICE PROMISE

FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *

* ENTER FOR A CHANCE TO BE *

* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *

* ENTRE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

* ENTER BY COMPLETING A SHORT SURVEY *

Kain chain
mat.

1709

TJD
B.O.

7621.03



How doers
get more done.

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00002 86161 02/21/22 12:13 PM
SALE CASHIER BRENDA

008925088448 D12"14/18 <A>	4.97
DIABLO 12"14/18TPT BI-M THIN MIL 1PK	
850650002394 4.5 DIABLO <A>	13.47
AVANTI PRO 4.5" SEG DIAMOND BLD	
843382100599 HOOKBLD10PK <A>	5.68
HUSKY HOOK BLADE 10PK	

SUBTOTAL	24.12
SALES TAX	1.69
TOTAL	\$25.81

XXXXXXXXXXXX9557 HOME DEPOT

USD\$ 25.81
TA

AUTH CODE 021108/5023431

AULD & WHITE CONST
DUKE WILLIAM
Chip Read
AID ACG0000004999908400305 THD PLCC PROJ

P.O.#/JOB NAME: 1709

6921 02/21/22 12:13 PM



6921 02 86161 02/21/2022 5949

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A 11	365	02/21/2023

DID WE NAIL IT?

Take a short survey for a chance to WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 179532 172613
PASSWORD: 22121 172611

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

rain chain pipe

*1709 / B.O.
7621-03 / JTD*

LOWE'S HOME CENTERS, LLC

9525 REGENCY SQUARE BLVD N
JACKSONVILLE, FL 32225 (904) 855-8088

- SALE -

SALES#: S0503JJ1 2543086 TRANS#: 86145696 03-01-22

86006 6-INX10-FT S40 PVC DUV CL 74.03
77.92 DISCOUNT EACH -3.89

SUBTOTAL: 74.03

TAX: 5.55

INVOICE 56895 TOTAL: 79.58

LAR: 79.58

TOTAL DISCOUNT: 3.89

LAR: XXXXXXXXXXXX7958 AMOUNT:79.58 AUTHCD: 000935

SWIPEID REFID:154284 03/01/22 09:41:25

LAR PD: 1709

ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL

AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 503 TERMINAL: 56 03/01/22 09:41:36

OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: MARC CARRASQUILLO

LOVE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *

* ENTER FOR A CHANCE TO BE *

* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *

* ENTRE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

* *

* ENTER BY COMPLETING A SHORT SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* Y O U R I D #568959 050340 606153 *

* *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 503 TERMINAL: 56 03/01/22 09:41:36

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 1
Period To: 03/31/22
Application Date: 03/29/22
Project No.: 1709
Contract Date: 05/20/21
Commitment: 1709-027

From: RAY WARE HARDWARE INC.
4048 HERSCHEL STREET
JACSKONVILLE, FL 32205

Contract For: 1709-027 - INTERIOR DOORS & HARDWARE - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$34,288.00
2. NET CHANGE BY CHANGE ORDERS	\$34,845.00
3. CONTRACT SUM TO DATE	\$69,133.00
4. TOTAL COMPLETED AND STORED TO DATE	\$34,288.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$3,428.80
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$3,428.80
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$30,859.20
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$30,859.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$38,273.80
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$34,845.00	\$0.00
TOTALS	\$34,845.00	\$0.00
NET CHANGES by Change Orders		\$34,845.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$30,859.20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

RAY WARE HARDWARE INC.

APPLICATION NO.: 1
APPLICATION DATE: 03/29/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
	WOOD DOORS F&B	\$4,190.00	-	\$4,190.00	-	\$4,190.00	100.00%	-	\$419.00
	HARDWARE F&B	\$8,332.00	-	\$8,332.00	-	\$8,332.00	100.00%	-	\$833.20
	INSTALLATION F&B	\$1,250.00	-	\$1,250.00	-	\$1,250.00	100.00%	-	\$125.00
	WOOD DOORS LAKE HOUSE	\$7,525.00	-	\$7,525.00	-	\$7,525.00	100.00%	-	\$752.50
	HARDWARE LAKE HOUSE	\$10,751.00	-	\$10,751.00	-	\$10,751.00	100.00%	-	\$1,075.10
	INSTALLATION LAKE HOUSE	\$2,240.00	-	\$2,240.00	-	\$2,240.00	100.00%	-	\$224.00
2	FRAMES, DOORS & HARDWARE MATERIAL (CO #1)	\$31,980.00	-	-	-	-	-	\$31,980.00	-
2	FRAMES, DOORS & HARDWARE MATERIAL (CO #2)	\$2,865.00	-	-	-	-	-	\$2,865.00	-
	PAYMENT TOTALS	\$69,133.00	-	\$34,288.00	-	\$34,288.00	49.60%	\$34,845.00	\$3,428.80

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 4
Period To: 03/31/22
Application Date: 03/30/22
Project No.: 1709
Contract Date: 05/24/21
Commitment: 1709-028

From: Brad's Glass Company
10330 Chedoak Court
Building 300
Jacksonville, FL 32218

Contract For: 1709-028 - STOREFRONT & MIRRORS - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$29,030.00
2. NET CHANGE BY CHANGE ORDERS	(\$2,891.00)
3. CONTRACT SUM TO DATE	\$26,139.00
4. TOTAL COMPLETED AND STORED TO DATE	\$26,139.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$2,613.90
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$2,613.90
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$23,525.10
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$20,923.20
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$2,601.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$2,613.90
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$2,601.90

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$2,891.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$2,891.00
NET CHANGES by Change Orders		(\$2,891.00)

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Brad's Glass Company

APPLICATION NO.: 4
APPLICATION DATE: 03/30/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Storefront	\$26,150.00	\$23,259.00	\$2,891.00	-	\$26,150.00	100.00%	-	\$2,615.00
2	Plate Glass Mirrors	\$2,880.00	\$2,880.00	-	-	\$2,880.00	100.00%	-	\$288.00
1	STOREFRONT - 3 OPENINGS (CO #1)	(\$2,891.00)	(\$2,891.00)	-	-	(\$2,891.00)	100.00%	-	(\$289.10)
PAYMENT TOTALS		\$26,139.00	\$23,248.00	\$2,891.00	-	\$26,139.00	100.00%	-	\$2,613.90

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 2
Period To: 03/31/22
Application Date: 03/16/22
Project No.: 1709
Contract Date: 05/24/21
Commitment: 1709-028

From: Brad's Glass Company
10330 Chedoak Court
Building 300
Jacksonville, FL 32218

Contract For: 1709-028 - STOREFRONT & MIRRORS - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$29,030.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$29,030.00
4. TOTAL COMPLETED AND STORED TO DATE	\$26,139.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$2,613.90
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$2,613.90
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$23,525.10
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$16,200.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$7,325.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$5,504.90
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$7,325.10

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
 containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 2
 APPLICATION DATE: 03/16/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

Brad's Glass Company

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Storefront	\$26,150.00	\$18,000.00	\$5,259.00	-	\$23,259.00	88.94%	\$2,891.00	\$2,325.90
2	Plate Glass Mirrors	\$2,880.00	-	\$2,880.00	-	\$2,880.00	100.00%	-	\$288.00
PAYMENT TOTALS		\$29,030.00	\$18,000.00	\$8,139.00	-	\$26,139.00	90.04%	\$2,891.00	\$2,613.90

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 4
Period To: 03/31/22
Application Date: 03/20/22
Project No.: 1709
Contract Date: 06/04/21
Commitment: 1709-032

From: Southern Wall Specialties, Inc. - Orange Park
Office
918 Saint John's Ave
Green Cove Springs, FL 32043

Contract For: 1709-032 - STUCCO & WATERPROOFING - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	<u>\$52,600.00</u>
2. NET CHANGE BY CHANGE ORDERS	<u>\$10,600.00</u>
3. CONTRACT SUM TO DATE	<u>\$63,200.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	<u>\$62,315.00</u>
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	<u>\$6,231.50</u>
(Columns D + E)	
10.00% of Stored Materials	<u>-</u>
(Columns F)	
Total Retainage	<u>\$6,231.50</u>
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	<u>\$56,083.50</u>
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	<u>\$54,378.00</u>
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	<u>\$1,705.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	<u>\$7,116.50</u>
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$1,705.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$9,350.00	\$0.00
Total approved this month	\$1,250.00	\$0.00
TOTALS	\$10,600.00	\$0.00
NET CHANGES by Change Orders		\$10,600.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Southern Wall Specialties, Inc. - Orange Park Office

APPLICATION NO.: 4
APPLICATION DATE: 03/20/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	FLUID APPLIED WEATHER BARRIER - MATERIALS	\$9,000.00	\$9,000.00	-	-	\$9,000.00	100.00%	-	\$900.00
1	FLUID APPLIED WEATHER BARRIER - LABOR	\$7,500.00	\$7,500.00	-	-	\$7,500.00	100.00%	-	\$750.00
1	FLUID APPLIED WEATHER BARRIER - EQUIPMENT /SCAFFOLDING	\$5,500.00	\$5,500.00	-	-	\$5,500.00	100.00%	-	\$550.00
2	TABBY STONE - MATERIALS	\$12,900.00	\$12,255.00	\$645.00	-	\$12,900.00	100.00%	-	\$1,290.00
2	TABBY STONE - LABOR	\$17,700.00	\$16,815.00	-	-	\$16,815.00	95.00%	\$885.00	\$1,681.50
1	FLUID APPLIED WATERPROOFING (CO #1)	\$8,800.00	\$8,800.00	-	-	\$8,800.00	100.00%	-	\$880.00
3	Caulking Vents (CO #2)	\$550.00	\$550.00	-	-	\$550.00	100.00%	-	\$55.00
2	TABBY STONE (CO #3)	\$1,250.00	-	\$1,250.00	-	\$1,250.00	100.00%	-	\$125.00
PAYMENT TOTALS		\$63,200.00	\$60,420.00	\$1,895.00	-	\$62,315.00	98.60%	\$885.00	\$6,231.50

1709 B.O.
145.03 STD



LOWE'S HOME CENTERS, LLC
4040 WOLF CREEK CROSSING DR.
JACKSONVILLE, FL 32223 (904) 886-7112

- SALE -

SALES#: S05020HF 4098474 TRANS#: 93918875 02-03-22

696637 RAMORD 3.16-F1 X100-F1 FL	56.04
58.98 DISCOUNT EACH	-2.94
648395 RAMBOARD TAPE	20.86
10.98 DISCOUNT EACH	-0.55
2 @ 10.43	

SUBTOTAL:	76.90
TAX:	5.77

INVOICE 07040 TOTAL:	82.67
LAR:	82.67

TOTAL DISCOUNT: 4.04

LAR:XXXXXXXXXX7958 AMOUNT:82.67 AUTHCD:000912

SWIPE REFID:895959 02/03/22 15:08:06

LAR PO: 1719

ACCOUNT NAME:

AULD AND WHITE CONSTRUCTOR

AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SUS OR DIRECT DELIVERY MERCHANDISE.

STORE: 0502 TERMINAL: 07 02/03/22 15:08:10

OF ITEMS PURCHASED: 3

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: BOB AHEARN

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

*	SHARE YOUR FEEDBACK!	*
*	ENTER FOR A CHANCE TO BE	*
*	ONE OF FIVE \$500 WINNERS DRAWN MONTHLY!	*
*	¡ENTRE EN EL SORTEO MENSUAL	*
*	PARA SER UNO de LOS CINCO GANADORES DE \$500!	*
*		*
*	ENTER BY COMPLETING A SHORT SURVEY	*
*	WITHIN ONE WEEK AT: www.lowes.com/survey	*
*	Y O U R I D N 070401 050210 345941	*

LOVE'S HOME CENTERS, LLC 1709 B.D.
474283 EAST SR 200 1451.03
FERNANDINA BEACH, FL 32034 (904) 277-5000

- SALE -

SALE#: S1647JD2 2340277 TRANS#: 2999308 02-04-22

434618 RAMBOARD 3-50 FLOOR PROTE 31.34
32.98 DISCOUNT EACH -1.64
SUBTOTAL: 31.34
TAX: 2.19
INVOICE 02046 TOTAL: 33.53
LAR: 33.53

TOTAL DISCOUNT: 1.64

LAR: XXXXXXXXXXXX7956 AMOUNT:33.53 AUTHCD: 000864

SWIPEO REFID:425764 02/04/22 11:40:26

LAR PO: 1709

ACCOUNT NAME: GOLD AND WHITE CONSTRUCTORS LL

AUTH BUYER: DUKE WILLIAM

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 1647 TERMINAL: 02 02/04/22 11:40:20

OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: LAMAR BRYANT

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* SHARE YOUR FEEDBACK! *

* ENTER FOR A CHANCE TO BE *

* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *

* ENTRE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

* *

* ENTER BY COMPLETING A SHORT SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* Y O U R I D #028460 164740 358369 *

* *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1647 TERMINAL: 02 02/04/22 11:40:20

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 4
Period To: 03/31/22
Application Date: 03/22/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-015

From: Dixie Contract Carpet Inc
PO Box 24808
Jacksonville, , FL 32241

Contract For: 1709-015 - FLOORING - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$85,803.00
2. NET CHANGE BY CHANGE ORDERS	(\$23,836.00)
3. CONTRACT SUM TO DATE	\$61,967.00
4. TOTAL COMPLETED AND STORED TO DATE	\$61,967.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$6,196.70
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$6,196.70
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$55,770.30
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$43,377.09
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$12,393.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$6,196.70
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$1,350.00	\$25,186.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$1,350.00	\$25,186.00
NET CHANGES by Change Orders		(\$23,836.00)

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$12,393.21

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 4
APPLICATION DATE: 03/22/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

Dixie Contract Carpet Inc

A ITEM NUM	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	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
			1	FITNESS AND BATH					
2	LVT	\$761.53	\$616.00	\$145.53	-	\$761.53	100.00%	-	\$76.15
3	CARPET TILE	\$11,770.00	\$10,941.00	\$829.00	-	\$11,770.00	100.00%	-	\$1,177.00
4	BASE	\$150.00	\$90.00	\$60.00	-	\$150.00	100.00%	-	\$15.00
5	CERAMIC TILE	\$25,034.27	\$25,034.27	-	-	\$25,034.27	100.00%	-	\$2,503.43
6	LAKEHOUSE	-	-	-	-	-	-	-	-
7	BASE	\$150.00	\$90.00	\$60.00	-	\$150.00	100.00%	-	\$15.00
8	WOOD	\$26,619.20	\$18,491.20	\$8,128.00	-	\$26,619.20	100.00%	-	\$2,661.92
9	CERAMIC TILE	\$21,318.00	\$18,120.30	\$3,197.70	-	\$21,318.00	100.00%	-	\$2,131.80
		-	-	-	-	-	-	-	-
1	CARPET & VINYL FLOORING (CO #1)	(\$25,186.00)	(\$25,186.00)	-	-	(\$25,186.00)	100.00%	-	(\$2,518.60)
1	CARPET & VINYL FLOORING (CO #2)	\$1,350.00	-	\$1,350.00	-	\$1,350.00	100.00%	-	\$135.00
	PAYMENT TOTALS	\$61,967.00	\$48,196.77	\$13,770.23	-	\$61,967.00	100.00%	-	\$6,196.70

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 3
Period To: 03/31/22
Application Date: 03/21/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-014

From: Dave Motta Painting Company Inc
9220 Cypress Green Drive
Jacksonville, FL 32256

Contract For: 1709-014 - PAINTING & WALL COVERINGS - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$86,500.00
2. NET CHANGE BY CHANGE ORDERS	\$3,660.00
3. CONTRACT SUM TO DATE	\$90,160.00
4. TOTAL COMPLETED AND STORED TO DATE	\$62,500.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$6,250.00
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$6,250.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$56,250.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$22,950.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$33,300.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$33,910.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$3,660.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$3,660.00	\$0.00
NET CHANGES by Change Orders		\$3,660.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$33,300.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Dave Motta Painting Company Inc

APPLICATION NO.: 3
APPLICATION DATE: 03/21/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	painting subcontract	\$80,000.00	\$20,000.00	\$35,000.00	-	\$55,000.00	68.75%	\$25,000.00	\$5,500.00
2	wallcovering subcontract	\$6,500.00	\$5,500.00	\$500.00	-	\$6,000.00	92.31%	\$500.00	\$600.00
3	Entry Pavilion - Allowance (CO #1)	\$3,660.00	-	\$1,500.00	-	\$1,500.00	40.98%	\$2,160.00	\$150.00
PAYMENT TOTALS		\$90,160.00	\$25,500.00	\$37,000.00	-	\$62,500.00	69.32%	\$27,660.00	\$6,250.00

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 2
Period To: 03/31/22
Application Date: 03/14/22
Project No.: 1709
Contract Date: 06/04/21
Commitment: 1709-033

From: George P. Coyle & Sons, Inc.
P. O. Box 2267
Jacksonville, FL 32203

Contract For: 1709-033 - TOIELT ACCESSORIES,
PARTITIONS, FIRE EXT. - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$17,925.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$17,925.00
4. TOTAL COMPLETED AND STORED TO DATE	\$17,925.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$1,792.50
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$1,792.50
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$16,132.50
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$6,867.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$9,265.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,792.50
(Line 3 less Line 6)	

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

CONTRACTOR:

By: Vincent Coyle Date: 03/14/22
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$9,265.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

George P. Coyle & Sons, Inc.

APPLICATION NO.: 2
 APPLICATION DATE: 03/14/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Fire extinguishers & cabinets	\$820.00	-	\$820.00	-	\$820.00	100.00%	-	\$82.00
1	Toilet accessories	\$8,720.00	\$7,630.00	\$1,090.00	-	\$8,720.00	100.00%	-	\$872.00
1	Toilet partitions	\$8,385.00	-	\$8,385.00	-	\$8,385.00	100.00%	-	\$838.50
PAYMENT TOTALS		\$17,925.00	\$7,630.00	\$10,295.00	-	\$17,925.00	100.00%	-	\$1,792.50

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 7
Period To: 03/31/22
Application Date: 03/22/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-018

From: Southern Technologies of Jacksonville, Inc
270 US Hwy 90 East
Baldwin, FL 32234

Contract For: 1709-018 - MECHANICAL - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$143,750.00
2. NET CHANGE BY CHANGE ORDERS	\$18,050.00
3. CONTRACT SUM TO DATE	\$161,800.00
4. TOTAL COMPLETED AND STORED TO DATE	\$161,800.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$16,180.00
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$16,180.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$145,620.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$138,330.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$7,290.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$16,180.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$11,200.00	\$0.00
Total approved this month	\$6,850.00	\$0.00
TOTALS	\$18,050.00	\$0.00
NET CHANGES by Change Orders		\$18,050.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$7,290.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Southern Technologies of Jacksonville, Inc

APPLICATION NO.: 7
APPLICATION DATE: 03/22/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	HVAC Equipment PACKAGE	\$92,500.00	\$92,500.00	-	-	\$92,500.00	100.00%	-	\$9,250.00
2	Air Distribution Package	\$18,500.00	\$18,500.00	-	-	\$18,500.00	100.00%	-	\$1,850.00
3	Fabrication Labor	\$6,500.00	\$6,500.00	-	-	\$6,500.00	100.00%	-	\$650.00
4	Installation Labor	\$25,000.00	\$25,000.00	-	-	\$25,000.00	100.00%	-	\$2,500.00
5	TAB	\$1,250.00	-	\$1,250.00	-	\$1,250.00	100.00%	-	\$125.00
1	HVAC (CO #1)	\$11,200.00	\$11,200.00	-	-	\$11,200.00	100.00%	-	\$1,120.00
2	HVAC (CO #2)	\$6,850.00	-	\$6,850.00	-	\$6,850.00	100.00%	-	\$685.00
	PAYMENT TOTALS	\$161,800.00	\$153,700.00	\$8,100.00	-	\$161,800.00	100.00%	-	\$16,180.00

APPLICATION FOR PAYMENT

To: Auld & White Constructors
 4168 Southpoint Pkwy
 Suite 101
 Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 6
 Period To: 03/31/22
 Application Date: 03/16/22
 Project No.: 1709
 Contract Date: 07/23/21
 Commitment: 1709-039

From: CROWN POOLS INC
 3002 PHILLIPS HWY
 JACKSONVILLE, FL 32207

Contract For: 1709-039 - SWIMMING POOL

1. ORIGINAL CONTRACT AMOUNT	\$954,990.00
2. NET CHANGE BY CHANGE ORDERS	\$8,855.00
3. CONTRACT SUM TO DATE	\$963,845.00
4. TOTAL COMPLETED AND STORED TO DATE	\$874,806.26
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$87,480.63
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$87,480.63
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$787,325.63
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$733,177.74
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$54,147.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$176,519.37
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
 State Of: _____
 County Of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$54,147.89

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$8,855.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$8,855.00	\$0.00
NET CHANGES by Change Orders		\$8,855.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 6
 APPLICATION DATE: 03/16/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

CROWN POOLS INC

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	EQUIPMENT	\$125,000.00	\$125,000.00	-	-	\$125,000.00	100.00%	-	\$12,500.00
2	SHELL REBAR	\$106,115.00	\$106,115.00	-	-	\$106,115.00	100.00%	-	\$10,611.50
3	SHELL FLOOR CONCRETE	\$185,690.00	\$185,690.00	-	-	\$185,690.00	100.00%	-	\$18,569.00
4	SHELL WALLS CONCRETE	\$185,690.00	\$185,690.00	-	-	\$185,690.00	100.00%	-	\$18,569.00
5	EQUIPMENT INSTALL	\$198,397.50	\$148,798.13	\$29,759.63	-	\$178,557.76	90.00%	\$19,839.74	\$17,855.78
6	PLUMBING INSTALL	\$40,148.50	\$32,118.80	\$8,029.70	-	\$40,148.50	100.00%	-	\$4,014.85
7	LIGHTING INSTALL	\$18,450.00	\$9,225.00	\$9,225.00	-	\$18,450.00	100.00%	-	\$1,845.00
8	COPING INSTALL	\$26,300.00	\$13,150.00	\$13,150.00	-	\$26,300.00	100.00%	-	\$2,630.00
9	PLASTER	\$47,749.50	-	-	-	-	-	\$47,749.50	-
10	CLOSE OUT	\$21,449.50	-	-	-	-	-	\$21,449.50	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
1	SWIMMING POOL - ALLOWANCE (CO #1)	\$8,855.00	\$8,855.00	-	-	\$8,855.00	100.00%	-	\$885.50
PAYMENT TOTALS		\$963,845.00	\$814,641.93	\$60,164.33	-	\$874,806.26	90.76%	\$89,038.74	\$87,480.63

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 2
Period To: 03/31/22
Application Date: 03/03/22
Project No.: 1709
Contract Date: 05/17/21
Commitment: 1709-021

From: **Kompan Inc.**
605 W Howard Lane
STE 101
Austin, WA 78753

Contract For: 1709-021 - PLAYGROUND EQUIPMENT - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$113,925.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$113,925.00
4. TOTAL COMPLETED AND STORED TO DATE	\$113,925.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$11,392.50
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$11,392.50
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$102,532.50
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$75,577.50
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$26,955.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$11,392.50
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$26,955.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Kompan Inc.

APPLICATION NO.: 2
APPLICATION DATE: 03/03/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	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	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			COR-BRIDGE-CUSTOM	NET BRIDGE with COCONUT ROPE					
PCM110103-CUSTOM	PCM110103 CUSTOM VARIANT	\$4,356.00	\$4,356.00	-	-	\$4,356.00	100.00%	-	\$435.60
KSW926-CUSTOM	KSW926 CUSTOM VARIANT	\$7,659.00	\$7,659.00	-	-	\$7,659.00	100.00%	-	\$765.90
PCE211101-0901	Yellowstone - Sky	\$27,360.00	\$27,360.00	-	-	\$27,360.00	100.00%	-	\$2,736.00
GXY960010-3417	Supernova - Night Sky Blue	\$7,704.00	\$7,704.00	-	-	\$7,704.00	100.00%	-	\$770.40
M21103-3417P	Kompan Sign, 2-12 Age Group	\$441.00	\$441.00	-	-	\$441.00	100.00%	-	\$44.10
INSTALL SPECIAL	Installation of Kompan Equipment	\$29,950.00	-	\$29,950.00	-	\$29,950.00	100.00%	-	\$2,995.00
FREIGHT	FREIGHT	\$5,346.92	\$5,346.92	-	-	\$5,346.92	100.00%	-	\$534.69
SALES TAX	Sales Tax	\$4,900.08	\$4,900.08	-	-	\$4,900.08	100.00%	-	\$490.01
	PAYMENT TOTALS	\$113,925.00	\$83,975.00	\$29,950.00	-	\$113,925.00	100.00%	-	\$11,392.50

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 2
Period To: 03/31/22
Application Date: 03/18/22
Project No.: 1709
Contract Date: 05/24/21
Commitment: 1709-029

From: The Nidy Sports Construction Compan
751 General Hutchison Parkway
Longwood, FL 32750

Contract For: 1709-029 - PICKLEBALL COURT

1. ORIGINAL CONTRACT AMOUNT	\$66,062.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$66,062.00
4. TOTAL COMPLETED AND STORED TO DATE	\$53,062.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$5,306.20
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$5,306.20
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$47,755.80
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$33,355.80
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$14,400.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$18,306.20
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$14,400.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

The Nidy Sports Construction Compan

APPLICATION NO.: 2
APPLICATION DATE: 03/18/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
001	Mobilization	\$1,500.00	\$1,500.00	-	-	\$1,500.00	100.00%	-	\$150.00
002	Compact Subgrade; Spread Limerock Base	\$12,950.00	\$12,950.00	-	-	\$12,950.00	100.00%	-	\$1,295.00
003	Pave Court 1 1/2" RAP Mix	\$19,612.00	\$19,612.00	-	-	\$19,612.00	100.00%	-	\$1,961.20
004	Install Net Post Sleeves	\$3,000.00	\$3,000.00	-	-	\$3,000.00	100.00%	-	\$300.00
005	Apply Plexicushion Court Coatings & Install Net	\$19,000.00	-	\$6,000.00	-	\$6,000.00	31.58%	\$13,000.00	\$600.00
006	Install Fence	\$10,000.00	-	\$10,000.00	-	\$10,000.00	100.00%	-	\$1,000.00
	PAYMENT TOTALS	\$66,062.00	\$37,062.00	\$16,000.00	-	\$53,062.00	80.32%	\$13,000.00	\$5,306.20

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 9
Period To: 03/31/22
Application Date: 03/25/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-010

From: Alligood Electric Company Inc.
P.O. Box 2890
Orange Park, FL 32067

Contract For: 1709-010 - ELECTRICAL SUBCONTRACT - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$427,600.00
2. NET CHANGE BY CHANGE ORDERS	\$63,771.00
3. CONTRACT SUM TO DATE	\$491,371.00
4. TOTAL COMPLETED AND STORED TO DATE	\$481,829.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$48,182.90
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$48,182.90
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$433,646.10
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$383,246.10
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$50,400.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$57,724.90
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$58,229.00	\$0.00
Total approved this month	\$5,542.00	\$0.00
TOTALS	\$63,771.00	\$0.00
NET CHANGES by Change Orders		\$63,771.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$50,400.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 9
APPLICATION DATE: 03/25/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

Alligood Electric Company Inc.

A ITEM NUM	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	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			1	Mobization and Temporary					
2	Underground Electrical	\$35,000.00	\$25,000.00	\$6,000.00	-	\$31,000.00	88.57%	\$4,000.00	\$3,100.00
3	Building Rough	\$127,800.00	\$123,800.00	\$4,000.00	-	\$127,800.00	100.00%	-	\$12,780.00
4	Gear	\$45,000.00	\$43,000.00	\$2,000.00	-	\$45,000.00	100.00%	-	\$4,500.00
5	Fixtures	\$210,000.00	\$180,000.00	\$28,000.00	-	\$208,000.00	99.05%	\$2,000.00	\$20,800.00
1	Raceways	\$6,800.00	\$5,800.00	\$1,000.00	-	\$6,800.00	100.00%	-	\$680.00
4	Add per ASI 1 Changes (CO #1)	\$7,130.00	\$7,130.00	-	-	\$7,130.00	100.00%	-	\$713.00
3	ELECTRICAL RACEWAYS FOR SITE LIGHTING (CO #1)	\$4,470.00	\$4,470.00	-	-	\$4,470.00	100.00%	-	\$447.00
5	Entry Pavillion - Allowance (CO #2)	\$10,815.00	\$7,815.00	\$1,000.00	-	\$8,815.00	81.51%	\$2,000.00	\$881.50
6	ELECTRICAL SUBCONTRACT (CO #3)	\$17,000.00	\$7,000.00	\$10,000.00	-	\$17,000.00	100.00%	-	\$1,700.00
1	ELECTRICAL SUBCONTRACT (CO #4)	\$18,814.00	\$18,814.00	-	-	\$18,814.00	100.00%	-	\$1,881.40
1	ELECTRICAL SUBCONTRACT (CO #5)	\$5,542.00	-	\$4,000.00	-	\$4,000.00	72.18%	\$1,542.00	\$400.00
PAYMENT TOTALS		\$491,371.00	\$425,829.00	\$56,000.00	-	\$481,829.00	98.06%	\$9,542.00	\$48,182.90

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 5
Period To: 03/31/22
Application Date: 03/24/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-013

From: **Betros Plumbing Contractors**
5215 Highway Ave Suite 102
Jacksonville, FL 32254

Contract For: 1709-013 - PLUMBING - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$113,730.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$113,730.00
4. TOTAL COMPLETED AND STORED TO DATE	\$109,620.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$10,962.00
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$10,962.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$98,658.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$90,729.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$7,929.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$15,072.00
(Line 3 less Line 6)	

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$7,929.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 5
APPLICATION DATE: 03/24/22
PERIOD TO: 03/31/22
PROJECT NO.: 1709

Betros Plumbing Contractors

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Mobilization	\$3,000.00	\$3,000.00	-	-	\$3,000.00	100.00%	-	\$300.00
2	Bathhouse Rough	\$11,800.00	\$11,800.00	-	-	\$11,800.00	100.00%	-	\$1,180.00
3	Bathhouse Topout	\$24,250.00	\$24,250.00	-	-	\$24,250.00	100.00%	-	\$2,425.00
4	Bathhouse Trim	\$21,800.00	\$18,530.00	\$1,090.00	-	\$19,620.00	90.00%	\$2,180.00	\$1,962.00
5	Lakehouse Rough	\$9,400.00	\$9,400.00	-	-	\$9,400.00	100.00%	-	\$940.00
6	Lakehouse Topout	\$24,180.00	\$24,180.00	-	-	\$24,180.00	100.00%	-	\$2,418.00
7	Lakehouse Trim	\$19,300.00	\$9,650.00	\$7,720.00	-	\$17,370.00	90.00%	\$1,930.00	\$1,737.00
	PAYMENT TOTALS	\$113,730.00	\$100,810.00	\$8,810.00	-	\$109,620.00	96.39%	\$4,110.00	\$10,962.00

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 1
Period To: 03/31/22
Application Date: 03/17/22
Project No.: 1709
Contract Date: 12/08/21
Commitment: 1709-047

From: Communications Solutions, Inc
8725 Youngerman Ct Ste 206
Jacksonville, FL 32244

Contract For: 1709-047 - AUDIO VIDEO

1. ORIGINAL CONTRACT AMOUNT	\$63,874.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$63,874.00
4. TOTAL COMPLETED AND STORED TO DATE	\$12,774.80
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$1,277.48
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$1,277.48
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$11,497.32
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$11,497.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$52,376.68
(Line 3 less Line 6)	

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

CONTRACTOR:

By: Lynne Neely Date: 03/17/22
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$11,497.32

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

Communications Solutions, Inc

APPLICATION NO.: 1
 APPLICATION DATE: 03/17/22
 PERIOD TO: 03/31/22
 PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Provide and Install Audio/Video System	\$63,874.00	-	\$12,774.80	-	\$12,774.80	20.00%	\$51,099.20	\$1,277.48
	PAYMENT TOTALS	\$63,874.00	-	\$12,774.80	-	\$12,774.80	20.00%	\$51,099.20	\$1,277.48

APPROVED

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3C11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 73**

**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: 73
- (2) Name of Payee pursuant to Acquisition Agreement:
 - Title Account: Auld & White Constructors, LLC
 - Bank: Branch Banking & Trust now Trust
 - Address: 200 W Forsyth St, Suite 500
Jacksonville, FL 32202
 - Account: 1100014497135
 - ABA: 263191387
- (3) Amount Payable: \$ 228,375.38
- (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): **Contractor Application for Payment No. 1748-3 Tributary Regional Park (Mar 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

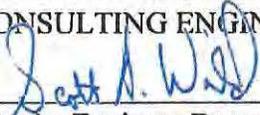
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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 Date:

April 8, 2022

Auld & White Constructors, LLC

Wire Instructions

The instructions are as follows:

Bank: Branch Banking & Trust now Truist

Address: 200 W Forsyth St, Suite 500
Jacksonville, Fl 32202

Acct: 1100014497135

ABA: 263191387

Title: Auld & White Constructors LLC, Operating Depository
Account

Memo: Please indicate the invoice number being paid

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Three Rivers CDD, C/O Wrathell, Hunt and Associ
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Application No. : 1748-3

Distribution to :
 Owner
 Architect
 Contractor

Owner Proj. No:

Period To: 3/31/2022

From Contractor: AULD & WHITE CONSTRUCTORS, LLC
 4168 Southpoint Parkway, Suite 101
 Jacksonville, FL 32216

Via Architect: Sean Johnson Architect

Project Nos:

Contract For: Tributary Regional Park

Contract Date:

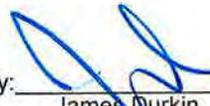
CONTRACTOR'S APPLICATION FOR PAYMENT

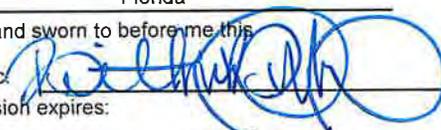
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	\$2,831,618.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$2,831,618.00
4. Total Completed and Stored To Date	\$488,505.24
5. Retainage:	
a. 10.00% of Completed Work	\$48,850.53
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$48,850.53
6. Total Earned Less Retainage	\$439,654.71
7. Less Previous Certificates For Payments	\$211,279.33
8. Current Payment Due	\$228,375.38
9. Balance To Finish, Plus Retainage	\$2,391,963.29

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

CONTRACTOR: AULD & WHITE CONSTRUCTORS

By:  Date: 4/5/22
 James Durkin

State of: Florida
 Subscribed and sworn to before me this
 Notary Public: 
 My Commission expires:

County of: **DEBBITTNEY BUSHEY**
NOTARY PUBLIC
 STATE OF FLORIDA
 NO. HH 232356
 MY COMMISSION EXPIRES FEB. 26, 2026

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.

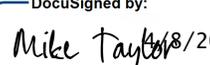
AMOUNT CERTIFIED \$ 228,375.38
 DocuSigned by:  Landscape Architect is certifying specific work related to Item Numbers 16, 18, 40 & 42-53]

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DocuSigned by:  Architect is certifying specific work related to Item Numbers [17,19-31,41]
ARCHITECT: Sean Johnson Date: 4/7/2022
 By: 764E8B7281CC480...

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

DocuSigned by:  8/2022
 BB292B807F3F498...

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3

Application Date : 04/05/22

To: 03/31/22

Architect's Project No.:

Invoice # : 13111

Contract : 1748- Tributary Regional Park

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
1	PRECONSTRUCTION FEE	4,100.00	0.00	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00%	0.00	410.00
2	GENERAL CONDITIONS	81,975.00	0.00	81,975.00	18,630.00	18,630.00	0.00	37,260.00	45.45%	44,715.00	3,726.00
4	GENERAL REQUIREMENTS	71,925.00	0.00	71,925.00	7,738.37	9,615.04	0.00	17,353.41	24.13%	54,571.59	1,735.34
5	BUILDERS RISK & GEN. LIABILITY INSURANCE	33,262.00	0.00	33,262.00	33,262.00	0.00	0.00	33,262.00	100.00%	0.00	3,326.20
6	PERFORMANCE & PAYMENT BOND	12,855.00	0.00	12,855.00	12,812.00	0.00	0.00	12,812.00	99.67%	43.00	1,281.20
7	MONUMENT SIGN	31,400.00	0.00	31,400.00	0.00	6,009.68	0.00	6,009.68	19.14%	25,390.32	600.97
8	SITE WORK / SOILS - ALLOWANCE	34,900.00	0.00	34,900.00	4,016.03	4,623.67	0.00	8,639.70	24.76%	26,260.30	863.97
9	ACCESS ROAD STABILIZATION - ALLOWANCE	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
10	DUMPSTER ENCLOSURE	5,800.00	0.00	5,800.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00
11	GRADING/IMPORT FOR SIDEWALKS - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	2,388.15	0.00	2,388.15	23.88%	7,611.85	238.82
12	FENCING & GATES	111,100.00	0.00	111,100.00	0.00	0.00	0.00	0.00	0.00%	111,100.00	0.00
13	DUGOUT ROOF/FRAMING	42,900.00	0.00	42,900.00	0.00	0.00	0.00	0.00	0.00%	42,900.00	0.00
14	LANDSCAPE & IRRIGATION	220,000.00	0.00	220,000.00	0.00	0.00	0.00	0.00	0.00%	220,000.00	0.00
15	BASEBALL FIELDS	363,800.00	0.00	363,800.00	0.00	12,803.74	0.00	12,803.74	3.52%	350,996.26	1,280.37
16	SITE TRASH RECEP. & PICNIC TABLES	19,500.00	0.00	19,500.00	0.00	0.00	0.00	0.00	0.00%	19,500.00	0.00
17	CONCRETE - BUILDING	56,900.00	0.00	56,900.00	5,941.05	40,703.66	0.00	46,644.71	81.98%	10,255.29	4,664.48
18	CONCRETE - SIDEWALKS	122,400.00	0.00	122,400.00	28,658.16	19,426.35	0.00	48,084.51	39.28%	74,315.49	4,808.46
19	MASONRY	73,600.00	0.00	73,600.00	0.00	0.00	0.00	0.00	0.00%	73,600.00	0.00
20	ROUGH & FINISH CARPENTRY	57,100.00	0.00	57,100.00	0.00	0.00	0.00	0.00	0.00%	57,100.00	0.00
21	MILLWORK	12,000.00	0.00	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
22	JOINT SEALANTS & WEATHER BARRIER	4,000.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
23	ROOFING	13,200.00	0.00	13,200.00	0.00	0.00	0.00	0.00	0.00%	13,200.00	0.00
24	DOORS & HARDWARE	17,300.00	0.00	17,300.00	0.00	0.00	0.00	0.00	0.00%	17,300.00	0.00
25	OVERHEAD DOORS	6,800.00	0.00	6,800.00	0.00	0.00	0.00	0.00	0.00%	6,800.00	0.00
26	DRYWALL	6,800.00	0.00	6,800.00	0.00	0.00	0.00	0.00	0.00%	6,800.00	0.00
27	PAINTING	18,700.00	0.00	18,700.00	0.00	0.00	0.00	0.00	0.00%	18,700.00	0.00
28	BUILDING SPECIALTIES	900.00	0.00	900.00	0.00	0.00	0.00	0.00	0.00%	900.00	0.00
29	PLUMBING	66,000.00	0.00	66,000.00	0.00	11,000.00	0.00	11,000.00	16.67%	55,000.00	1,100.00
30	HVAC / MECHANICAL	23,500.00	0.00	23,500.00	0.00	0.00	0.00	0.00	0.00%	23,500.00	0.00
31	ELECTRICAL - BLDG.	49,500.00	0.00	49,500.00	2,000.00	0.00	0.00	2,000.00	4.04%	47,500.00	200.00
32	AT&T INFRASTRUCTURE - ALLOWANCE	12,000.00	0.00	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
33	CONTINGENCY	46,770.00	0.00	46,770.00	0.00	0.00	0.00	0.00	0.00%	46,770.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Application No. : 3

Application Date : 04/05/22

To: 03/31/22

Architect's Project No.:

Invoice # : 13111

Contract : 1748- Tributary Regional Park

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
34	MATERIAL ESCALATION - ALLOWANCE	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0.00%	20,000.00	0.00	
35	CONSTRUCTION MANAGER'S FEE	137,748.00	0.00	137,748.00	13,418.43	14,504.21	0.00	27,922.64	20.27%	109,825.36	2,792.26
36	GENERAL CONDITIONS	27,325.00	0.00	27,325.00	6,210.00	6,210.00	0.00	12,420.00	45.45%	14,905.00	1,242.00
37	GENERAL REQUIREMENTS	23,975.00	0.00	23,975.00	2,579.46	3,205.01	0.00	5,784.47	24.13%	18,190.53	578.44
38	BUILDERS RISK & GEN. LIABILITY INSURANCE	20,369.00	0.00	20,369.00	20,369.00	0.00	0.00	20,369.00	100.00%	0.00	2,036.90
39	PERFORMANCE & PAYMENT BOND	8,344.00	0.00	8,344.00	8,440.50	0.00	0.00	8,440.50	101.16%	-96.50	844.05
40	BASEBALL FIELDS - UPGRADE TO SOD	22,900.00	0.00	22,900.00	0.00	0.00	0.00	0.00	0.00%	22,900.00	0.00
41	SPRAY FOAM INSULATION	13,400.00	0.00	13,400.00	0.00	0.00	0.00	0.00	0.00%	13,400.00	0.00
42	SITE SIGNAGE - ALLOWANCE	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
43	FINISHES & FURNISHES (I.E. APPLIANCES)	50,500.00	0.00	50,500.00	0.00	0.00	0.00	0.00	0.00%	50,500.00	0.00
44	BENCHES & BIKE RACKS	34,700.00	0.00	34,700.00	0.00	0.00	0.00	0.00	0.00%	34,700.00	0.00
45	PLAYGROUND EQUIPMENT	197,800.00	0.00	197,800.00	0.00	0.00	0.00	0.00	0.00%	197,800.00	0.00
46	PLAYGROUND FENCE	14,600.00	0.00	14,600.00	0.00	0.00	0.00	0.00	0.00%	14,600.00	0.00
47	BATTING CAGES	25,000.00	0.00	25,000.00	0.00	7,359.90	0.00	7,359.90	29.44%	17,640.10	735.99
48	SCOREBOARDS	24,600.00	0.00	24,600.00	0.00	0.00	0.00	0.00	0.00%	24,600.00	0.00
49	BLEACHERS & SHADE COVERS	65,200.00	0.00	65,200.00	0.00	0.00	0.00	0.00	0.00%	65,200.00	0.00
50	SOCCER FIELD ITEMS	10,300.00	0.00	10,300.00	0.00	0.00	0.00	0.00	0.00%	10,300.00	0.00
51	LIGHTNING PREDICATION SYSTEM - ALLOWANCE	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00%	7,500.00	0.00
52	ELECTRICAL - SITE LIGHTING	260,700.00	0.00	260,700.00	62,107.00	92,436.28	0.00	154,543.28	59.28%	106,156.72	15,454.33
53	ELECTRICAL - SITE CONDUIT FOR FUTURE	86,700.00	0.00	86,700.00	0.00	0.00	0.00	0.00	0.00%	86,700.00	0.00
54	CONTINGENCY	26,556.00	0.00	26,556.00	0.00	0.00	0.00	0.00	0.00%	26,556.00	0.00
55	CONSTRUCTION MANAGER'S FEE	77,414.00	0.00	77,414.00	4,472.81	4,834.74	0.00	9,307.55	12.02%	68,106.45	930.75
Grand Totals		2,831,618.00	0.00	2,831,618.00	234,754.81	253,750.43	0.00	488,505.24	17.25%	2,343,112.76	48,850.53

**CONTRACTOR'S
CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the progress payment in the amount of \$228,375.38 and conditioned upon payment of check number _____ issued to the undersigned by Three Rivers Community Development District in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Three Rivers Community Development District on the job of Tributary Regional Park, to the following described property:

**Tributary Regional Park
75433 Edwards Road
Yulee, FL 32097**

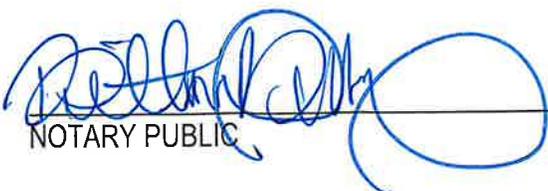
AWC Project No. 1748

Dated on April 5, 2022

Lienor's Name: Auld & White Constructors, LLC
Address: 4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

By: _____
Printed Name: James Durkin, Project Manager

STATE OF FLORIDA, COUNTY OF DUVAL
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF APRIL, 2022 BY JAMES DURKIN WHO IS **PERSONALLY KNOWN TO ME** OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.



NOTARY PUBLIC

BRITTNEY BUSHEY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 232356
MY COMMISSION EXPIRES FEB. 26, 2026

COMMISSION NO.

Brittny Bushey

NOTARY NAME TYPED OR PRINTED

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
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Contract Item: 1 - PRECONSTRUCTION FEE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	4,100.00	0.00	4,100.00	0.00
Total for 1 - PRECONSTRUCTION FEE	4,100.00	0.00	4,100.00	0.00

Contract Item: 2 - GENERAL CONDITIONS

01110. 1 - GENERAL CONDITIONS - GREENPOINT						0.00	18,630.00
03/22	28667	03/23/22	03/23/22		General Conditions - March	0.00	18,630.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	18,630.00	18,630.00	37,260.00	0.00
Total for 2 - GENERAL CONDITIONS	18,630.00	18,630.00	37,260.00	0.00

Contract Item: 3 - GENERAL REQUIREMENTS

01142. - PROJECT OFFICE						0.00	1,403.00
03/22	24655	03/15/22	02/03/22	202778142-001	United Rentals	0.00	921.50
03/22	31416	03/31/22	03/02/22	202778142-002	United Rentals	0.00	481.50
01151. - OFFICE SUPPLIES						0.00	342.66
03/22	11841	03/10/22	01/31/22	6032556	Home Depot Credit Services	0.00	124.70
03/22	11334	03/10/22	02/04/22	02912d	Lowe's	0.00	99.49
03/22	11333	03/10/22	02/07/22	01560a	Lowe's	0.00	118.47
01221. - STORAGE TRAILERS						0.00	875.48
03/22	11335	03/10/22	02/03/22	02567d	Lowe's	0.00	135.88
03/22	24656	03/15/22	02/09/22	202935686-001	United Rentals	0.00	589.80
03/22	31417	03/31/22	03/05/22	202935686-002	United Rentals	0.00	149.80
01243. - CONCRETE TEST						0.00	1,008.25
03/22	25041	03/16/22	03/04/22	22-2-000853	Legacy Engineering, Inc.	0.00	678.25
03/22	31442	03/31/22	03/25/22	22-3-000425	Legacy Engineering, Inc.	0.00	330.00
01273. - TECHNOLOGY SUPPORT						0.00	485.00
03/22	7453	03/09/22	03/09/22		Tech Support - March	0.00	485.00



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 3 - GENERAL REQUIREMENTS							
01278. - GC PAY						0.00	140.00
03/22	12921	03/10/22	03/10/22		GC Pay - March	0.00	140.00
01282. - GENERATOR - TEMP POWER						0.00	281.92
03/22	24723	03/15/22	01/25/22	202489379-001	United Rentals	0.00	281.92
01287. - TEMPORARY WATER SOURCE						0.00	1,160.90
03/22	31443	03/31/22	03/02/22	203275418-001	United Rentals	0.00	1,160.90
01311. - DRINKING WATER						0.00	22.34
03/22	11842	03/10/22	02/01/22	5041229	Home Depot Credit Services	0.00	7.68
03/22	4772	03/09/22	02/09/22	9503248743	Ram Tool & Supply CO., Inc	0.00	14.66
01321. - BARRICADES & PUBLIC PROTECTION						0.00	699.40
03/22	11336	03/10/22	02/03/22	02567d	Lowe's	0.00	65.15
03/22	11337	03/10/22	02/04/22	02912d	Lowe's	0.00	173.29
03/22	11338	03/10/22	02/07/22	02426d	Lowe's	0.00	122.49
03/22	27739	03/22/22	02/22/22	4042859	Home Depot Credit Services	0.00	338.47
01325. - GENERAL PPE						0.00	345.00
03/22	12947	03/10/22	03/10/22		PPE - March	0.00	345.00
01327. - SAFETY INSPECTIONS						0.00	235.16
03/22	30502	03/30/22	03/11/22	100-17863	HRH Safety & Health Systems	0.00	25.16
03/22	28755	03/23/22	03/23/22		Safety Inspections - March	0.00	210.00
01511. - CLEANUP DAILY						64.00	3,229.37
03/22	626	03/02/22	03/01/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	66.70
03/22	627	03/02/22	03/01/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	111.38
03/22	628	03/02/22	03/01/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	5.00	121.25
03/22	629	03/02/22	03/01/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	9.00	202.50
03/22	630	03/02/22	03/01/22		S2/000 1.00 / 559 / Mers , Mark A5 Regular Earnings	6.00	378.00
03/22	6203	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	40.02
03/22	6204	03/09/22	03/08/22		1.50 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	20.01
03/22	6205	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	44.55
03/22	6206	03/09/22	03/08/22		1.50 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	22.28
03/22	6207	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	37.14
03/22	6208	03/09/22	03/08/22		1.50 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	18.56
03/22	6209	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	3.00	72.75



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost	
Contract Item: 3 - GENERAL REQUIREMENTS								
01511. - CLEANUP DAILY						64.00	3,229.37	
03/22	6210	03/09/22	03/08/22		1.50 / 518 / Brickel , Ryan T5 Regular Earnings	1.00	36.38	
03/22	6211	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	3.00	81.00	
03/22	6212	03/09/22	03/08/22		1.50 / 547 / Johnson , Robert W5 Regular Earnings	1.00	40.50	
03/22	6213	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	3.00	67.50	
03/22	6214	03/09/22	03/08/22		1.50 / 732 / Carreon , Carlos Ruben5 Regular Earnings	1.00	33.75	
03/22	30093	03/29/22	03/13/22	1512410928	Staff Zone	0.00	399.96	
03/22	25352	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	40.02	
03/22	25353	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	44.55	
03/22	25354	03/16/22	03/15/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	24.75	
03/22	25355	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	3.00	72.75	
03/22	25356	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	3.00	81.00	
03/22	25357	03/16/22	03/15/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	2.00	45.00	
03/22	28254	03/23/22	03/22/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	44.80	
03/22	28255	03/23/22	03/22/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	51.98	
03/22	28256	03/23/22	03/22/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	3.00	81.45	
03/22	28257	03/23/22	03/22/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	3.00	94.50	
03/22	30817	03/30/22	03/29/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	149.32	
03/22	30818	03/30/22	03/29/22		1.50 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	67.20	
03/22	30819	03/30/22	03/29/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	86.64	
03/22	30820	03/30/22	03/29/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	10.00	271.50	
03/22	30821	03/30/22	03/29/22		1.50 / 518 / Brickel , Ryan T5 Regular Earnings	3.00	122.18	
03/22	30822	03/30/22	03/29/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	5.00	157.50	
01612. - LAYOUT EQUIPMENT						0.00	525.00	
03/22	28729	03/23/22	03/23/22		Chg level - March	0.00	250.00	
03/22	28730	03/23/22	03/23/22		Chg transit - March	0.00	275.00	
01613. - OTHER EQUIPMENT						0.00	879.96	
03/22	29439	03/25/22	03/01/22	3/1/2022	Gate Fleet Services Cobrand	0.00	879.96	
01641. - EXPENDABLE TOOLS						0.00	1,096.61	
03/22	4773	03/09/22	01/24/22	80517	Pro-Line Survey Supply	0.00	45.20	
03/22	4774	03/09/22	01/25/22	80537	Pro-Line Survey Supply	0.00	69.82	
03/22	11843	03/10/22	02/01/22	5041229	Home Depot Credit Services	0.00	287.52	
03/22	11339	03/10/22	02/03/22	02011e	Lowe's	0.00	372.03	



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 3 - GENERAL REQUIREMENTS							
01641. - EXPENDABLE TOOLS						0.00	1,096.61
03/22	4775	03/09/22	02/10/22	9503251823	Ram Tool & Supply CO., Inc	0.00	42.94
03/22	25042	03/16/22	02/21/22	27244	Cannon's of Jax, LLC	0.00	192.73
03/22	27741	03/22/22	02/21/22	5022072	Home Depot Credit Services	0.00	53.73
03/22	27740	03/22/22	03/01/22	02004c	Lowe's	0.00	32.64
01819. - PERMIT EXPEDITOR						1.50	90.00
03/22	6215	03/09/22	03/08/22		1.00 / 247 / Hill , Melanie M.5 Regular Earnings	1.00	60.00
03/22	30823	03/30/22	03/29/22		1.00 / 247 / Hill , Melanie M.5 Regular Earnings	0.50	30.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	4,990.67	9,500.68	14,491.35	0.00
Labor	5,327.16	2,919.41	8,246.57	65.50
Temporary Labor	0.00	399.96	399.96	0.00
Total for 3 - GENERAL REQUIREMENTS	10,317.83	12,820.05	23,137.88	65.50

Contract Item: 5 - BUILDERS RISK & GEN. LIABILITY INSURANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	33,262.00	0.00	33,262.00	0.00
Total for 5 - BUILDERS RISK & GEN. LIABILITY INSURANCE	33,262.00	0.00	33,262.00	0.00

Contract Item: 6 - PERFORMANCE & PAYMENT BOND

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	12,812.00	0.00	12,812.00	0.00
Total for 6 - PERFORMANCE & PAYMENT BOND	12,812.00	0.00	12,812.00	0.00

Contract Item: 7 - MONUMENT SIGN

03781. - MONUMENT CONCRETE						0.00	6,009.68
03/22	27174	03/21/22	03/31/22	1748-2	Auld & White Constructors, LLC	0.00	6,009.68



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						0.00	6,009.68	6,009.68	0.00
Total for 7 - MONUMENT SIGN						0.00	6,009.68	6,009.68	0.00

Contract Item: 8 - SITE WORK / SOILS - ALLOWANCE										
01454. - S.W.P.P.P. - MAINTENANCE - ALLOWANCE						31.00	1,329.46			
03/22	25348	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	80.03			
03/22	25349	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	133.65			
03/22	25350	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	6.00	145.50			
03/22	25351	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	9.00	243.00			
03/22	28250	03/23/22	03/22/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	119.48			
03/22	28251	03/23/22	03/22/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	138.60			
03/22	28252	03/23/22	03/22/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	8.00	217.20			
03/22	28253	03/23/22	03/22/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	8.00	252.00			
02001. - SITEWORK / SOILS ALLOWANCE - ALLOWANCE						69.00	3,294.21			
03/22	24724	03/15/22	02/17/22	9503272478	Ram Tool & Supply CO., Inc	0.00	620.44			
03/22	631	03/02/22	03/01/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	93.37			
03/22	632	03/02/22	03/01/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	133.65			
03/22	633	03/02/22	03/01/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	61.88			
03/22	634	03/02/22	03/01/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	7.00	169.75			
03/22	635	03/02/22	03/01/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	9.00	243.00			
03/22	636	03/02/22	03/01/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	5.00	112.50			
03/22	6216	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	146.71			
03/22	6217	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	163.35			
03/22	6218	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	136.13			
03/22	6219	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	11.00	266.75			
03/22	6220	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	11.00	297.00			
03/22	6221	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	11.00	247.50			
03/22	25358	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	80.03			
03/22	25359	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	133.65			
03/22	25360	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	6.00	145.50			
03/22	25361	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	9.00	243.00			



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
					Material	0.00	620.44	620.44	0.00
					Labor	4,016.03	4,003.23	8,019.26	100.00
					Total for 8 - SITE WORK / SOILS - ALLOWANCE	4,016.03	4,623.67	8,639.70	100.00

Contract Item: 11 - GRADING/IMPORT FOR SIDEWALKS - ALLOWANCE

02253. - BACKFILL & COMPACT - ALLOWANCE						0.00	2,388.15
03/22	31444	03/31/22	03/24/22	103-02	Owen Development Group, LLC	0.00	2,388.15

						Previous Cost	Current Cost	JTD Cost	Current Hours
					Material	0.00	2,388.15	2,388.15	0.00
					Total for 11 - GRADING/IMPORT FOR SIDEWALKS - ALLOWANCE	0.00	2,388.15	2,388.15	0.00

Contract Item: 15 - BASEBALL FIELDS

11310. - FIELD BASES, MOUND, SCREENS, ETC.						0.00	8,900.51
03/22	27189	03/21/22	03/21/22		BSN Sports charges	0.00	8,900.51
11743. - TEAM BENCH						0.00	3,903.23
03/22	27190	03/21/22	03/21/22		BSN Sports charges	0.00	3,903.23

						Previous Cost	Current Cost	JTD Cost	Current Hours
					Material	0.00	12,803.74	12,803.74	0.00
					Total for 15 - BASEBALL FIELDS	0.00	12,803.74	12,803.74	0.00

Contract Item: 17 - CONCRETE - BUILDING

01235. - AWC ENGINEERING & LAYOUT						24.00	878.31
03/22	6195	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	66.69
03/22	6196	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	74.25
03/22	6197	03/09/22	03/08/22		1.00 / 673 / De Simone , Marco Francis5 Payroll Taxes	0.00	41.60
03/22	6198	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	61.88
03/22	6199	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	5.00	121.25
03/22	6200	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	5.00	135.00
03/22	6201	03/09/22	03/08/22		1.00 / 673 / De Simone , Marco Francis5 Regular Earnings	4.00	75.64
03/22	6202	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	5.00	112.50



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost	
Contract Item: 17 - CONCRETE - BUILDING								
01235. - AWC ENGINEERING & LAYOUT						24.00	878.31	
03/22	25342	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	40.02	
03/22	25343	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	14.85	
03/22	25344	03/16/22	03/15/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	12.38	
03/22	25345	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	3.00	72.75	
03/22	25346	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	1.00	27.00	
03/22	25347	03/16/22	03/15/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	1.00	22.50	
02170. - DEWATERING						57.00	2,393.60	
03/22	6222	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	53.35	
03/22	6223	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	59.40	
03/22	6224	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Payroll Taxes	0.00	49.50	
03/22	6225	03/09/22	03/08/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	4.00	97.00	
03/22	6226	03/09/22	03/08/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	4.00	108.00	
03/22	6227	03/09/22	03/08/22		1.00 / 732 / Carreon , Carlos Ruben5 Regular Earnings	4.00	90.00	
03/22	25362	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	146.71	
03/22	25363	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	148.50	
03/22	25364	03/16/22	03/15/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	11.00	266.75	
03/22	25365	03/16/22	03/15/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	10.00	270.00	
03/22	28258	03/23/22	03/22/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	59.74	
03/22	28259	03/23/22	03/22/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	69.30	
03/22	28260	03/23/22	03/22/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	4.00	108.60	
03/22	28261	03/23/22	03/22/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	4.00	126.00	
03/22	30824	03/30/22	03/29/22		1.00 / 518 / Brickel , Ryan T5 Payroll Taxes	0.00	89.60	
03/22	30825	03/30/22	03/29/22		1.00 / 547 / Johnson , Robert W5 Payroll Taxes	0.00	173.25	
03/22	30826	03/30/22	03/29/22		1.00 / 518 / Brickel , Ryan T5 Regular Earnings	6.00	162.90	
03/22	30827	03/30/22	03/29/22		1.00 / 547 / Johnson , Robert W5 Regular Earnings	10.00	315.00	
03010. - CONCRETE SUBCONTRACT						0.00	37,431.75	
03/22	27173	03/21/22	03/31/22	1748-2	Auld & White Constructors, LLC	0.00	37,431.75	

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	5,489.99	37,431.75	42,921.74	0.00
Labor	451.06	3,271.91	3,722.97	81.00
Total for 17 - CONCRETE - BUILDING	5,941.05	40,703.66	46,644.71	81.00



AWC Job Billing History

Job#: 1748-
3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 18 - CONCRETE - SIDEWALKS							
01231. - SURVEYS & BASELINES						0.00	1,515.00
03/22	24722	03/15/22	02/13/22	8276	Landmark Surveyors, Inc.	0.00	1,515.00
02650. - SIDEWALKS						0.00	17,911.35
03/22	27172	03/21/22	03/31/22	1748-2	Auld & White Constructors, LLC	0.00	17,911.35

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	0.00	1,515.00	1,515.00	0.00
Subcontract	28,658.16	17,911.35	46,569.51	0.00
Total for 18 - CONCRETE - SIDEWALKS	28,658.16	19,426.35	48,084.51	0.00

Contract Item: 29 - PLUMBING							
15200. - PLUMBING						0.00	11,000.00
03/22	29765	03/28/22	03/31/22	1748-1	Gary Rodgers Plumbing, Inc.	0.00	11,000.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	0.00	11,000.00	11,000.00	0.00
Total for 29 - PLUMBING	0.00	11,000.00	11,000.00	0.00

Contract Item: 31 - ELECTRICAL - BLDG.

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	2,000.00	0.00	2,000.00	0.00
Total for 31 - ELECTRICAL - BLDG.	2,000.00	0.00	2,000.00	0.00

Contract Item: 36 - GENERAL CONDITIONS

01110. 2 - GENERAL CONDITIONS - COUNTY						0.00	6,210.00
03/22	28669	03/23/22	03/23/22		General Conditions - March	0.00	6,210.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	6,210.00	6,210.00	12,420.00	0.00
Total for 36 - GENERAL CONDITIONS	6,210.00	6,210.00	12,420.00	0.00

Contract Item: 38 - BUILDERS RISK & GEN. LIABILITY INSURANCE



AWC Job Billing History

Job#: 1748-

3/1/2022 - 3/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						20,369.00	0.00	20,369.00	0.00
Total for 38 - BUILDERS RISK & GEN. LIABILITY INSURANCE						20,369.00	0.00	20,369.00	0.00

Contract Item: 39 - PERFORMANCE & PAYMENT BOND

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						8,440.50	0.00	8,440.50	0.00
Total for 39 - PERFORMANCE & PAYMENT BOND						8,440.50	0.00	8,440.50	0.00

Contract Item: 47 - BATTING CAGES

11311. - BATTING CAGE & ASSOCIATED EQUIPMENT						0.00		7,359.90	
03/22	27191	03/21/22	03/21/22		BSN Sports charges			0.00	7,359.90

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						0.00	7,359.90	7,359.90	0.00
Total for 47 - BATTING CAGES						0.00	7,359.90	7,359.90	0.00

Contract Item: 52 - ELECTRICAL - SITE LIGHTING

16012. - SITE ELECTRICAL						0.00		92,436.28	
03/22	29766	03/28/22	03/31/22	1748-2	Beacon Electrical Contractor, Inc.			0.00	92,436.28

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						62,107.00	92,436.28	154,543.28	0.00
Total for 52 - ELECTRICAL - SITE LIGHTING						62,107.00	92,436.28	154,543.28	0.00

Job Totals	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	108,814.17	59,027.91	167,842.08	0.00
Subcontract	98,255.15	164,789.06	263,044.21	0.00
Labor	9,794.25	10,194.55	19,988.80	246.50
Temporary Labor	0.00	399.96	399.96	0.00
Total for Job	216,863.57	234,411.48	451,275.05	246.50



4 WEEK BILLING INVOICE



BRANCH AG4
11637 CAMDEN RD
0002
JACKSONVILLE FL 32218-3901
904-751-3550

202778142-001

Job Site

TRIBUTARY PARK
75433 EDWARDS DR
YULEE FL 32097

PO
1748 / Gntg
1142 / 921.50

Office: 904-296-2555 Cell: 904-759-4072

Customer #	: 9767566
Invoice Date	: 02/03/22
Date Out	: 02/01/22 11:35 AM
Billed Through	: 03/01/22 00:00
UR Job Loc	: 75433 EDWARDS DR, YU
UR Job #	: 5
Customer Job ID:	
P.O. #	: 1748
Ordered By	: GERALD GRIBBIN
Reserved By	: TERRY HOSKINSON
Salesperson	: WILLIAM HESS

AULD & WHITE CONSTRUCTORS LLC
4168 SOUTHPOINT PKWY
SUITE 101
JACKSONVILLE FL 32216

Invoice Amount: \$921.50

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

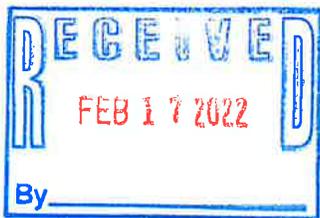
RENTAL ITEMS:		Minimum	Day	Week	4 Week	Amount
Qty	Equipment	Description				
1	PV1478632	GLO/OFFICE CONTAINER 8X20X8'6" Make: FLEX BOX L Model: 20' OC A/O Serial: 1478632			450.00	450.00
Rental Subtotal:						450.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.		
Qty	Item					
1	DELIVERY CHARGE	220.000	EACH	220.00		
1	PICKUP CHARGE	220.000	EACH	220.00		
Sales/Misc Subtotal:						440.00
Agreement Subtotal:						890.00
Tax:						31.50
Total:						921.50

COMMENTS/NOTES:

CONTACT: GERALD GRIBBIN
CELL#: 904-759-4072
SMALL SITE, USE ROLL BACK

Billing period: 28 Days From 2/01/22 11:35 AM Thru 3/01/22 11:35 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING



Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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BRANCH AG4
11637 CAMDEN RD
0002
JACKSONVILLE FL 32218-3901
904-751-3550

4 WEEK BILLING INVOICE

202778142-002



Job Site

TRIBUTARY PARK
75433 EDWARDS DR
YULEE FL 32097

PO
JTO
1748 | *GM*
1192 | *481.50*

Office: 904-296-2555 Cell: 904-759-4072

Customer # : 9767566
Invoice Date : 03/02/22
Date Out : 02/01/22 11:35 AM
Billed Through : 03/29/22 00:00
UR Job Loc : 75433 EDWARDS DR, YU
UR Job # : 5
Customer Job ID:
P.O. # : 1748
Ordered By : GERALD GRIBBIN
Reserved By : TERRY HOSKINSON
Salesperson : WILLIAM HESS

4.1.1146 1 MB 0.482 12963S21.p01 708219 1-1 0



AULD & WHITE CONSTRUCTORS LLC
4168 SOUTHPOINT PKWY S SUITE 101
JACKSONVILLE FL 32216-0979

Invoice Amount: \$481.50

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	PV1478632	GLO/OFFICE CONTAINER 8X20X8'6" Make: FLEX BOX L Model: 20' OC A/O Serial: 1478632				450.00	450.00
						Rental Subtotal:	450.00
						Agreement Subtotal:	450.00
						Tax:	31.50
						Total:	481.50

COMMENTS/NOTES:

CONTACT: GERALD GRIBBIN
CELL#: 904-759-4072
SMALL SITE, USE ROLL BACK ✓

Billing period: 28 Days From 3/01/22 11:35 AM Thru 3/29/22 11:35 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING



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How doers
get more done.

606/1748
1/31

JACKSONVILLE, FL 32218 (904) 766-2818
6351 00003 19970 01/31/22 02:25 PM
SALE CASHIER MICHAEL

9000 91 7/16 OSB -A-
OSB 116.00
SUBTOTAL 116.00
SALES TAX 8.70
TOTAL \$124.70

XXXXXXXXXXXX4775 HOME DEPOT USD\$ 124.70
AUTH CODE 031752/6032556 TA
AULD & WHITE CONST
GRIBBIN GERALD
Chip Read
ATD A0000000049999D8400305 THD PLCC PROX

Office
Trailer
Protect

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2555 SUMMARY
THIS RECEIPT PO/JOB NAME: 1748

2022 PRO XTRA SPEND 01/30: \$38,073.06
INCLUDES:
2022 PROXTRA SAVINGS 01/30: \$437.07

Get the CREDIT LINE your business needs
PLUS earn Perks 4X FASTER when you join
Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/credit.

6351 01/31/22 02:25 PM



6351 03 19970 01/31/2022 1948

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 01/31/2023

DID WE NAIL IT?

Take a short survey for a chance to WIN
A \$5,000 HOME DEPOT GIFT CARD

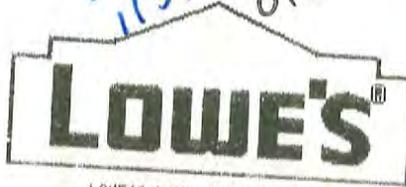
Opine en español

www.homedepot.com/survey

U.S. ID: HXZ 46580 4023?
PASSWORD: 22081 4023?

Entries must be completed within 30 days of purchase. Entrants must be 18 years of age or older to enter. See complete rules on the website. No purchase necessary.

GM6 / 1748
1151 / 1321
01321



LOWE'S HOME CENTERS, LLC
13125 CITY SQUARE DRIVE
JACKSONVILLE, FL 32218 (904) 696-4063

- SALE -

SALES#: S2472SW2 1099618 TRANS#: 2004331 02-04-22

62870 4-TIER BLACK WIRE SHELVIN	66.48	1151
69.98 DISCOUNT EACH	-3.50	
27172 2-4-10 TOP CHOICE KD WHIT	86.40	
11.37 DISCOUNT EACH	-0.57	
8 @ 10.80		01321
493053 BH 5-FT 14-GA U-POST	74.80	
7.88 DISCOUNT EACH	-0.40	
10 @ 7.48		1321
1026733 12-OZ CX GLOSS CITRUS GRE	4.75	
4.98 DISCOUNT EACH	-0.23	
98761 12-OZ SUNRISE RED STOPS R	5.70	
5.98 DISCOUNT EACH	-0.28	
1175514 6IN ABS RFCT HS NMBR 3 BK	6.24	
3.28 DISCOUNT EACH	-0.16	
2 @ 3.12		1151
1175515 6IN ABS RFCT HS NMBR 4 BK	3.13	
3.28 DISCOUNT EACH	-0.15	
1175516 6IN ABS RFCT HS NMBR 5 BK	3.12	
3.28 DISCOUNT EACH	-0.16	
1175518 6IN ABS RFCT HS NMBR 7 BK	3.13	
3.28 DISCOUNT EACH	-0.15	

SUBTOTAL: 253.75
TAX: 19.03
INVOICE 02912 TOTAL: 272.78
LAR: 272.78

TOTAL DISCOUNT: 13.35

LAR: XXXXXXXXXXXX7958 AMOUNT:272.78 AUTHCD: 001103
SWIPE REFID:326779 02/04/22 14:51:26
LAR PO: 1748

ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL
AUTH BUYER: GRIBBIN GERALD

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SDS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 2472 TERMINAL: 02 02/04/22 14:52:11
OF ITEMS PURCHASED: 26
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



Set up Trailers

17481 ~~6MG~~
1151



LOWE'S HOME CENTERS, LLC
8054 PHILIPS HIGHWAY
JACKSONVILLE, FL 32256 (904) 828-5170

- SALE -

SALES#: S1842CH3 2200921 TRANS#: 88259394 02-07-22

773517 3M SANDING FIBERGLASS U RE	29.91
31.40 DISCOUNT EACH	-1.57
1353053 80 PAIR CORDED SOFTSTAR E	26.17
27.55 DISCOUNT EACH	-1.38
71891 HM #69 MASTER PADLOCK BRA	44.20
5.18 DISCOUNT EACH	-0.26
9 @ 4.92	
71877 HM #66 KWIKSET BRASS KEY	9.84
5.18 DISCOUNT EACH	-0.26
2 @ 4.92	

SUBTOTAL: 110.20
TAX: 8.27
INVOICE 01560 TOTAL: 118.47
LAR: 118.47

TOTAL DISCOUNT: 5.81

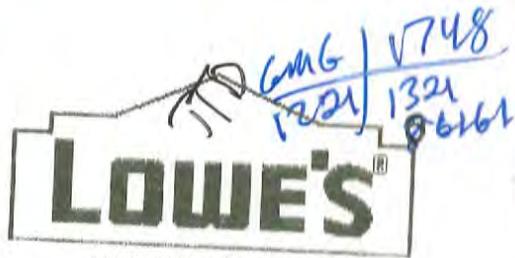
LAR:XXXXXXXXXX7958 AMOUNT:118.47 AUTHCD:000951
SWIPED REFID:998907 02/07/22 13:43:40
LAR PD: 1748

ACCOUNT NAME:
AULD AND WHITE CONSTRUCTOR
AUTH BUYER: GRIBBIN GERALD

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 1842 TERMINAL: 01 02/07/22 13:43:44
ITEMS PURCHASED: 13
SERVICES AND SPECIAL ORDER ITEMS





LOWE'S HOME CENTERS, LLC
5155 LENOX AVENUE
JACKSONVILLE, FL 32205 (904) 486-1260

- SALE -

SALES#: 1691HNF 1605097 TRANS#: 2923066 02-03-22

5140 2-4-8 #2 SOUTHERN YELLOW	12.30	
6.48 DISCOUNT EACH	-0.33	
2 @ 6.15		0614
76250 2-8-8 TOP CHOICE #2 SYP P	22.76	
11.98 DISCOUNT EACH	-0.60	
2 @ 11.38		
493054 BH 6-FT 13-GA HD U-POST	60.60	
6.38 DISCOUNT EACH	-0.32	1321
10 @ 6.06		
12206 1/4 CAT UTILITY USB	126.40	
33.26 DISCOUNT EACH	-1.66	1221
4 @ 31.60		

SUBTOTAL: 222.06

TAX: 16.65

INVOICE 02567 TOTAL: 238.71

LAR: 238.71

TOTAL DISCOUNT: 11.70

LAR:XXXXXXXXXX7958 AMOUNT:238.71 AUTHCD:001068

SHIPPED REFID:981782 02/03/22 16:17:54

LAR PD: 1748

ACCOUNT NAME:

AULD AND WHITE CONSTRUCTOR

AUTH BUYER: GRIBBIN GERALD

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 1691 TERMINAL: 02 02/03/22 16:17:50

OF ITEMS PURCHASED: 18

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.



BRANCH AG4
11637 CAMDEN RD
0002
JACKSONVILLE FL 32218-3901
904-751-3550

4 WEEK BILLING INVOICE

202935686-001



Job Site

TRIBUTARY PARK
75433 EDWARDS DR
YULEE FL 32097

1748 / 1221
GMB / 589.80
JTD

Office: 904-296-2555 Cell: 904-759-4072

Customer #	: 9767566
Invoice Date	: 02/09/22
Date Out	: 02/04/22 08:46 AM
Billed Through	: 03/04/22 00:00
UR Job Loc	: 75433 EDWARDS DR, YU
UR Job #	: 5
Customer Job ID:	
P.O. #	: 1748
Ordered By	: GERALD GRIBBIN
Reserved By	: TERRY HOSKINSON
Salesperson	: WILLIAM HESS

4.1.11061 MB 0.482 00107S21.p01 647718 1-3 0



AULD & WHITE CONSTRUCTORS LLC
4168 SOUTHPOINT PKWY S SUITE 101
JACKSONVILLE FL 32216-0979

Invoice Amount: \$589.80

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Amount
Qty	Equipment	Description				
1	11338560	CONTAINER 8X20X8'6" Make: MOBILE TRL Model: 20'SC Serial: PVCU8006444			140.00	140.00
Rental Subtotal:						140.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.		
Qty	Item					
1	DELIVERY CHARGE	220.000	EACH	220.00		
1	PICKUP CHARGE	220.000	EACH	220.00		
Sales/Misc Subtotal:						440.00
Agreement Subtotal:						580.00
Tax:						9.80
Total:						589.80

COMMENTS/NOTES:

CONTACT: GERALD GRIBBIN
CELL#: 904-759-4072

Billing period: 28 Days From 2/04/22 08:46 AM Thru 3/04/22 08:46 AM

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CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING



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BRANCH AG4
11637 CAMDEN RD
0002
JACKSONVILLE FL 32218-3901
904-751-3550

4 WEEK BILLING INVOICE

202935686-002



Job Site

TRIBUTARY PARK
75433 EDWARDS DR
YULEE FL 32097

PO
JTB
1748 | *CMB*
1221 | *149.80*

Office: 904-296-2555 Cell: 904-759-4072

Customer # : 9767566
Invoice Date : 03/05/22
Date Out : 02/04/22 08:46 AM
Billed Through : 04/01/22 00:00
UR Job Loc : 75433 EDWARDS DR, YU
UR Job # : 5
Customer Job ID:
P.O. # : 1748
Ordered By : GERALD GRIBBIN
Reserved By : TERRY HOSKINSON
Salesperson : WILLIAM HESS

AULD & WHITE CONSTRUCTORS LLC
4168 SOUTHPOINT PKWY
SUITE 101
JACKSONVILLE FL 32216

Invoice Amount: \$149.80

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

QTY	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11338560	CONTAINER 8X20X8'6" Make: MOBILE TRL Model: 20'SC Serial: PVCU8006444				140.00	140.00
Rental Subtotal:							140.00
Agreement Subtotal:							140.00
Tax:							9.80
Total:							149.80

COMMENTS/NOTES:

CONTACT: GERALD GRIBBIN
CELL#: 904-759-4072

Billing period: 28 Days From 3/04/22 08:46 AM Thru 4/01/22 08:46 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING



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LEGACY ENGINEERING, INC

Geotechnical & Materials Engineering and Testing

INVOICE
 Invoice Date: 03/04/2022
 Invoice No: 22-2-000853

6415 Greenland Road
 Jacksonville, FL 32258
 (904) 721-1100

1748 | 01243
 JTD | 678.25

Client Address: Auld & White Constructors, Inc.
 Accounts Payable
 4168 Southpoint Parkway
 Suite 101
 Jacksonville, FL. 32216 USA

Project No: 22-2107
 Project Desc.: Tributary Park

===== Invoice Detail by Report =====

Report No.	Sampled	Qty	Billing Description	Unit Type	Unit Rate	Extension
001	02/10/2022	1.00	Moisture/Density Relationship of Soils (Proctor)	Each	\$85.00	\$85.00
001	02/10/2022	1.00	Percent Fines Content	Each	\$20.00	\$20.00
Report Number 001 for a Subtotal of:						\$105.00
Fill - Sign Footings						
002	02/10/2022	1.00	Mobilization - Yulee	Per Trip	\$35.00	\$35.00
002	02/10/2022	2.25	Senior Engineering Technician	Per Hour	\$65.00	\$146.25
Report Number 002 for a Subtotal of:						\$181.25
Concession Building Footings						
003	02/10/2022	1.00	Moisture/Density Relationship of Soils (Proctor)	Each	\$85.00	\$85.00
003	02/10/2022	1.00	Percent Fines Content	Each	\$20.00	\$20.00
Report Number 003 for a Subtotal of:						\$105.00
Fill - Sidewalk - Existing						
004	02/10/2022	1.00	Moisture/Density Relationship of Soils (Proctor)	Each	\$85.00	\$85.00
004	02/10/2022	1.00	Percent Fines Content	Each	\$20.00	\$20.00
Report Number 004 for a Subtotal of:						\$105.00
Fill - Concession Stand Pad						
005	02/10/2022	1.00	Sieve Analysis (Soil Materials) & Percent Fines Content	Each	\$55.00	\$55.00
005	02/10/2022	1.00	Soil Classification (ASTM D-2487)	Each	\$20.00	\$20.00
Report Number 005 for a Subtotal of:						\$75.00
Concession Stand Pad						



REMIT TO: Legacy Engineering, Inc.
 Attn: Accounts Receivable
 6415 Greenland Road
 Jacksonville, FL 32258

Due Upon Receipt
 To Pay Online:
www.legacyengineeringinc.com
 Click Pay Now

Past Due Balances Subject To 1.5% Service Charge Per Month | Please Reference Invoice # With Payment
 PLEASE NOTE OUR NEW ADDRESS

LEGACY ENGINEERING, INC

Geotechnical & Materials Engineering and Testing

INVOICE
Invoice Date: 03/04/2022
Invoice No: 22-2-000853

6415 Greenland Road
Jacksonville, FL 32258
(904) 721-1100

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Description</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
006	02/17/2022	1.00	Mobilization - Yulee	Per Trip	\$35.00	\$35.00
006	02/17/2022	1.00	In-Place Density Tests (Minimum of 4)	Each	\$72.00	\$72.00
Report Number 006 for a Subtotal of:						\$107.00
Sidewalk						
Total for this Invoice:						\$678.25

REMIT TO: Legacy Engineering, Inc.
Attn: Accounts Receivable
6415 Greenland Road
Jacksonville, FL 32258

Due Upon Receipt
To Pay Online:
www.legacyengineeringinc.com
Click Pay Now

Past Due Balances Subject To 1.5% Service Charge Per Month | Please Reference Invoice # With Payment
PLEASE NOTE OUR NEW ADDRESS

LEGACY ENGINEERING, INC
Geotechnical & Materials Engineering and Testing

INVOICE
 Invoice Date: 03/25/2022
 Invoice No: 22-3-000425

Page 1 of 1

6415 Greenland Road
 Jacksonville, FL 32258
 (904) 721-1100

1748 | JTD

9243 | 330.00

Client Address: Auld & White Constructors, Inc.
 Accounts Payable
 4168 Southpoint Parkway
 Suite 101
 Jacksonville, FL. 32216 USA

Project No: 22-2107
Project Desc.: Tributary Park

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Description</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
008	03/08/2022	1.00	Mobilization - Yulee	Per Trip	\$35.00	\$35.00
008	03/08/2022	2.00	Senior Engineering Technician	Per Hour	\$65.00	\$130.00
<i>Report Number 008 for a Subtotal of:</i>						\$165.00
<i>Concession Stand Footings</i>						
009	03/10/2022	1.00	Mobilization - Yulee	Per Trip	\$35.00	\$35.00
009	03/10/2022	2.00	Senior Engineering Technician	Per Hour	\$65.00	\$130.00
<i>Report Number 009 for a Subtotal of:</i>						\$165.00
<i>Entrance Sign Footings/Concession Stand Footings</i>						
Total for this Invoice:						\$330.00



REMIT TO: Legacy Engineering, Inc.
 Attn: Accounts Receivable
 6415 Greenland Road
 Jacksonville, FL 32258

Due Upon Receipt
To Pay Online:
www.legacyengineeringinc.com
Click Pay Now

Past Due Balances Subject To 1.5% Service Charge Per Month | Please Reference Invoice # With Payment
PLEASE NOTE OUR NEW ADDRESS



INVOICE

BRANCH 112
5402 PHILLIPS HIGHWAY
JACKSONVILLE FL 32207
904-636-6336

202489379-001

Job Site

OUR SHOP

1748 / JTO
1282 / GMC
281.92

Customer # : 221853
Work Order Date: 01/25/22
Invoice date : 02/10/22
UR Job Loc : OUR SHOP
UR Job # :
Customer Job ID:
P.O. # : 1748
Authorized : GERALD 904-759-4072
Written by : JEROME GERACHE

Office: 904-296-2555 Job: 904-296-2555

AULD & WHITE CONSTRUCTION INC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979

Invoice Amount: \$281.92

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext 8
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

EQUIP #	Make	Model	Serial #	Description
10659790	HONDA	EG5000CLAT	EBEC-1016331	GENERATOR 5.0-5.4 KW Cat/Class 240-3041

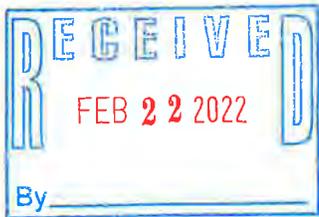
WORK PERFORMED:

Qty	Part Number	Description	StkCl	Bin Loc	Unit of Measure	Price	Extended
1	16100-Z1C-E22	CARBURATOR (BE95A A)	HONDA		EACH	69.710	69.71
1	17211-899-000	ELEMENT, AIR CLEANER	HONDA	A02H03	EACH	9.980	9.98
1	SHOP	SHOP SUPPLIES	MCI		EACH	8.950	8.95
4	*FUEL	*FUEL	NONST		EACH	4.990	19.96
1	SHOP	SHOP SUPPLIES	MCI		EACH		N/C
1	ENV	ENVIRONMENTAL SERVIC	MCI		EACH	5.140	5.14

LABOR:	Mechanic	Hours Work	Service Date	Rate	Extended
ALAN TROWBRIDGE		1.50 COE-GENERAL LABOR	02/09/22	99.00	148.50

ISSUE:
NEEDS TUNE UP-HAS BEEN SITTING A LONG TIME
CUSTOMER WANTS PRICE FOR WHEEL KIT
CAUSE:
DELIVERED BY CUSTOMER UNIT HAS BEEN SITTING FOR A
LONG TIME NEEDS LOOKED AT AND SVCD.
CORRECTION:
REMOVED OLD CARB, REMOVED CONTAMINATED FUEL.
REPL CARB WITH A NEW CARB.
REPL FUEL 4 GAL.
SVCD ENGINE AND REPL CARB FILT AND ENGINE OILS.
CLEANED EQUIP. RUN TEST UNIT CHECKS GOOD.

Total Parts & Materials	113.74
Total Labor	148.50
Tax	19.68
Total Amount	281.92



Where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain services. This is not a government-mandated charge. The Environmental Service Charge is not designated for any particular use and is used at United's discretion. The Environmental Service Charge is 2.0% of the fees charged for items listed and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

The total labor amount indicated above is subject to a charge which represents the costs and profits to United Rentals for the use of miscellaneous shop supplies in connection with the labor and other services provided to Customer (the "Shop Supplies Charge"). The Shop Supplies Charge is four percent (4%) of the total amount for labor and will not exceed \$75.00 per Work Order.

Fuel charges do not include federal, state, or local excise taxes.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE WORK ORDER TERMS, which are updated from time to time and posted online at www.unitedrentals.com/legal/workorder and incorporated herein by reference. Customer must read and agree to the online terms. By agreeing to the Work Order Terms, Customer will agree (1) to indemnify United for losses relating to this transaction; (2) that United's liabilities to Customer and any other person are limited, and (3) that United makes no warranties, express or implied, including without limitation, warranties of merchantability, quality or fitness for a particular purpose. Los Términos de la Orden de Trabajo están disponibles en español en línea en <http://www.unitedrentals.com/legal/workorder-es>.

A PAPER COPY OF THE WORK ORDER TERMS OR MAINTENANCE & INSPECTION TERMS IS AVAILABLE UPON REQUEST.



BRANCH 112
5402 PHILLIPS HIGHWAY
JACKSONVILLE FL 32207
904-636-6336

1748 / Comb JTD
1287 / 1,160.90

4 WEEK BILLING INVOICE

203275418-001



Job Site

TRIBUTARY REGIONAL PARK
75433 EDWARDS ROAD
YULEE FL 32097

Office: 904-296-2555 Cell: 904-759-4072

Customer # : 221853
Invoice Date : 03/02/22
Date Out : 02/18/22 12:00 PM
Billed Through : 03/18/22 00:00
UR Job Loc : 75433 EDWARDS ROAD,
UR Job # : 635
Customer Job ID:
P.O. # : 1748
Ordered By : GERALD GRIBBIN
Reserved By : ALBERT STERNER
Salesperson : JOSEPH VIDOLI

AULD & WHITE CONSTRUCTION INC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979

Invoice Amount: \$1,160.90

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11307950	TRAILER WATER TANK 500 GALLON Make: MULTIQUIP Model: WT5C Serial: 35089	139.05	139.00	440.00	750.00	750.00

Rental Subtotal: 750.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	SITCH, PINTLE COMBO RCVR 6-TON W/2" BALL [RM62000/BUYER]	115.000	EACH	115.00
1	REFUELING SERVICE CHARGE SMALL EQUIPMEN [FUEL SMALL EQ/MCI]	5.000	EACH	5.00
1	DELIVERY CHARGE	115.000	EACH	115.00
1	PICKUP CHARGE	115.000	EACH	115.00
Sales/Misc Subtotal:				350.00
Agreement Subtotal:				1,095.00
Fuel:				5.00
Tax:				60.90
Total:				1,160.90

Should see credit for hitch.
sent back.

Water
Bottles

To supply water
on site

am

COMMENTS/NOTES:

CONTACT: GERALD GRIBBIN
CELL#: 904-759-4072
Dlv/Pku loc selected by Map Pin Option
TAKE NEW HITCH

Billing period: 28 Days From 2/18/22 12:00 PM Thru 3/18/22 12:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT



Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



How do you
get more done.

GML 1798
01641
1300

12111 LEM TURNER RD
JACKSONVILLE, FL 32218 (904)766-2818

6351 00004 65476 02/01/22 04:06 PM
SALE CASHIER ERICA

015812771024 TAPE 1000FT <A>	10.97
EMPIRE 1000' YELLOW CAUTION TAPE	
015812770645 1X600YFT <A>	6.97
EMP 1IN X 600FT FLAGGING TAPE YELLOW	
045242471607 LGREENFLAG <A>	6.97
EMP 1IN X 600FT LIME GREEN FLAGGING	
076174338355 35'PWLK <A>	17.97
STANLEY 35' POWERLOCK TAPE MEASURE	
672763109162 WIRESHLF 4TR <A>	64.98
4 SHELF CHROME WIRE UNIT 36X14X54	
045899713365 48KEYCABINET <A>	25.24
48 KEY CABINET	
8936067960235 8LB SLEDGE <A>	37.98
HUSKY 8LB SLEDGE HAMMER FGL	
071736011523 LOBBY SET <A>	19.46
LIBMAN LOBBY BROOM AND DUSTPAN	
071798808635 PUSHBROOM <A>	29.97
JOBBSITE 24"SMOOTH SURFACE PUSHBROOM	
098168700993 1X4-8 PT <A>	
1X4-8FT PT GC WEATHERSHIELD	
6@4.58	27.48
073257012140 HDX 50 GAL <A>	19.47
HDX 50G XL BLACK BAGS 50CT	
0000-218-340 BOTTLE WATER <A>	
1/2 LITER WATER 24PK	
2@3.84	7.68N

SUBTOTAL	275.14
SALES TAX	20.06
TOTAL	\$295.20
XXXXXXXXXXXX4776 HOME DEPOT	USD\$ 295.20
AUTH CODE 001977/5041229	TA

AULD & WHITE CONST
GRIBBIN GERALD
Ship Road
ID A000000004999903400305 THU PLCC PROJ

PRO XTRA MEMBER STATEMENT

0 XTRA ###-###-2555 SUMMARY
IS RECEIPT PO/JOB NAME: 1748

2 PRO XTRA SPEND 01/31:	\$39,029.74
DUDES:	
2 PROXTRA SAVINGS 01/31:	\$437.07

the CREDIT LINE your business needs
earn Perks 4X FASTER when you join
Extra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
more at homedepot.com/credit



CONSTRUCTION SUPPLY CO.
4500 5th Avenue South, Building A
Birmingham, AL 35222

Invoice

DOCUMENT #	DOCUMENT DATE
9503248743	02/09/2022
ACCOUNT #	DUE DATE
123409	03/11/2022
PAYMENT TERMS	
Net 30	
PURCHASE ORDER #	
1748	
TOTAL AMOUNT IN USD	
2,251.13	

Bill To: 123409

Handwritten notes:
 83315.03
 83341.03
 1748
 2,251.13
 CMG
 1311
 JTD

AULD & WHITE CONSTRUCTORS INC
4168 SOUTHPOINT PKWY STE 101
JACKSONVILLE, FL 32216

To view and pay your bills online go to:
<https://ramtool.billtrust.com>

Enrollment Token: BKG HFK TWK

BRANCH LOCATION	SHIP TO: 5526504	DELIVERY METHOD
FL07 - JACKSONVILLE 6773 PHILLIPS INDUSTRIAL LANE JACKSONVILLE, FL 32256	TRIBUTARY PARK 75433 EDWARDS ROAD YULEE, FL 32097	Truck Delivery

PLEASE REMIT PAYMENT ONLY TO:
Ram Tool Construction Supply Co P O Box 743487 Atlanta, GA 30374-3487

ITEM	MATERIAL/DESCRIPTION	SALES ORDER/LINE	QTY	UNIT PRICE	EXTENDED PRICE	TAX AMT
10	LUM-1X4X16 #2 SYP 11N X 4IN X 16FT #2 SYP	7739184 / 10	60 EA	13.11000	786.60	55.07
20	ATN-16 DUPLEX 16D 3" DUPLEX NAIL	7739184 / 20	50 LB	1.43140	71.57	5.01
30	MET-6 6 10/10 SH 8' X 20' 6 X 6 W1.4/W1.4 10 GA WIRE MAT	7739184 / 30	16 EA	42.10000	673.60	47.16
40	CAM-WATER 24/CV 24/CV 16.9 OZ WATER	7739184 / 40	2 CV	6.85000	13.70	0.96
50	TRU-20185300 12LB SLEDGE HAMMER FIBERGLASS TRU TEMP	7739184 / 50	2 EA	67.13000	134.26	9.40
60	OCM-GCCOMP 2 2.5 2IN TO 2-1/2IN MESH/GRADE CHAIR 200/BOX	7739184 / 60	2 BOX	184.18000	368.36	25.79
70	RUS-4 1/2 X 4 FIBRE EXPANSION JOINT	7739184 / 70	200 FT	0.27870	55.74	3.91



For general inquiries:
arcustomerrequest@ramtool.com
(205) 599-7061/(800) 890-1988

For lien waivers:
lienwaiver@ramtool.com

Your AR account rep:
Barbara VIU
Barbara.viu@ramtool.com
(305)459-0862

Subtotal	2,103.83
Subtotal Before Tax	2,103.83
Tax (7.00%)	147.30
Total Amount in \$	2,251.13

SAVE TIME AND MONEY WITH OUR NEW PORTAL!

Choose from two easy ways to receive your invoices: email, or our secure online site, eInvoice Connect. With email delivery, your invoices are sent once per day, and you will receive a copy of your paper bill. With eInvoice Connect, you can be notified by email when new invoices are posted and search, download, print, and pay your bills online!

Visit <http://ramtool.billtrust.com> to enroll.





CONSTRUCTION SUPPLY CO.

JACKSONVILLE
6773 PHILLIPS INDUSTRIAL LANE

JACKSONVILLE, FL 32256

TEL: 904-262-2903

FAX:

Page 1 of 1

02/07/2022

12:26:05

ORIG INV#:

ORDER#:

DELIVERY#:

PRINT#:

7739184

BM2152152

001

1748 / GML
1711
83315.03
83341.03

DELIVERY TICKET

SHIPPING ADDRESS:

SHIP TO #: 5526504
TRIBUTARY PARK
75433 EDWARDS ROAD
YULEE, FL 32097
MARK MERS
352-278-1782

89180
86151
86161

CUSTOMER:

CUSTOMER#: 123409
AULD & WHITE CONSTRUCTORS INC.
Z1: 2257 Dave Carhon
Z0: 1602 David Knowles

ORDER INFORMATION:

INCOTERMS: 004 Truck Delivery
SHIPPING POINT: Jacksonville WH
SHIPPING ZONE: Southeast

CUSTOMER PO#: 1748

PICKING INSTRUCTIONS:

SHIPPING INSTRUCTIONS:

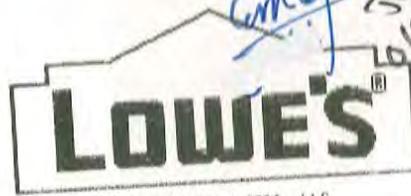
wednesday delivery please

ITEM / TYPE	MATERIAL / DESCRIPTION / ADDNL STORAGE BIN-QTY	BIN LOCATION	ORDER QTY	SHIP QTY	PICK-UP QTY	DELIVERED QTY	R/O QTY
000050 TAN	TRU-20185300 12LB SLEDGE HAMMER FIBERGLASS TRU TEMP 89180	2105/04	2 EA	2 EA	2 EA	2	0 EA LF
000060 TAN	OCM-6CCOMP 2 2.5 2IN TO 2-1/2IN MESH/GRADE CHAIR 200/BOX	4203/03	2 ZBX	2 ZBX	2 BOX	2	0 ZBX LF
000020 TAN	ATN-16 DUPLEX 16D 3" DUPLEX NAIL 000R/01-0.00, 86151	5103/01	50 LB	50 LB	50 LBS	50	0 LB LF
000040 TAN	CAN-WATER 24/CV 24/CV 16.9 OZ WATER 1311	BACK FLOOR	2 CS	2 CS	2 CS	2 CS	0 CS LF
000010 TAN	LUM-1X4X16-#2 SYP 1IN X 4IN X 16FT #2 SYP 86161	BACKWALL	60 EA	60 EA	60 EA	60	0 EA LF
000070 TAN	RUS-4 1/2 X 4 FIBRE EXPANSION JOINT 83341.03	YARD/03	200 FT	200 FT	200	200	0 FT LF
000030 TAN	MET-6 6 10/10 5H 8' X 20' 6 X 6 WI. 4/WI. 4 10 GA WIRE MRT 83315.03	YARD/10	16 EA	16 EA	16 EA	16	0 EA LF

TOTAL WEIGHT: 1,490.500 LB

Checked By: [Signature] Delivered By: [Signature]
Receiver Signature: _____ Receiver Name: _____ Receiver Date / Time: _____

All returns subject to manager approval and restocking fee. No returns on order or nonstock items



LOWE'S HOME CENTERS, LLC
13125 CITY SQUARE DRIVE
JACKSONVILLE, FL 32218 (904) 696-4063

- SALE -

SALES#: S2472SM2 1099610 TRANS#: 2251970 02-07-22

6005 2-4-8 KD WW SELECT STUD	39.78
6.98 DISCOUNT EACH	-0.35
6 @ 6.63	
314407 1-4-8 TREATED APPEARANCEE	59.04
5.18 DISCOUNT EACH	-0.26
12 @ 4.92	
4513 2-2-8 PRW SPRC PNE FIR FS	15.12
3.98 DISCOUNT EACH	-0.20
4 @ 3.78	

SUBTOTAL:	113.94
TAX:	8.55
INVOICE 02426 TOTAL:	122.49
LAR:	122.49

TOTAL DISCOUNT: 6.02

LAR: XXXXXXXXXXXX7956 AMOUNT:122.49 AUTHCD: 000955
 SWTPED REFID:549454 02/07/22 11:38:55
 LAR PO: 1748
 ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL
 AUTH BUYER: GRIBBIN GERALD

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

STORE: 2472 TERMINAL: 02 02/07/22 11:39:30
 # OF ITEMS PURCHASED: 22
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 ON OUR RETURN POLICY
 COME



How doers
get more done.

1748 | CMB
1321 | JTB

12111 LEM TURNER RD
JACKSONVILLE, FL 32218 (904)766-2818

6351 00004 21495 02/22/22 04:03 PM
SALE CASHIER TIFFINEY

099713048997	5' U POST <A>	
	5' 14GA STEEL U-POST MEDIUM DUTY	
	5@6.38	31.90
020066221379	SPRAY PNT <A>	
	PRO 2X MARK FLRSCNT ORANGE 150Z	
	2@7.98	15.96
4005014730178	2X4-10 HT WW <A>	
	2X4-10FT STD/BTR KD-HT PRIME SPF	
	20@13.35	267.00

SUBTOTAL	314.86
SALES TAX	23.61
TOTAL	\$338.47

XXXXXXXXXXXX9557 HOME DEPOT
USD\$ 338.47
TA

AUL & WHITE CONST
GRIBBIN GERALD
Chip Read
ATD A0000000049999D8400305 THD PLCC PROX

P.O.#/JOB NAME: 1748

6351 02/22/22 04:03 PM



6 21495 02/22/2022 3321

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPTRES ON
A	11	365 02/22/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HXZ 49630 43283
PASSWORD: 22122 43279

Prizes must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

HRH Safety and Health Systems
 P. O. Box 330998
 Atlantic Beach, FL 32233
 904 307-8591

Invoice

1709 | JTD
 01327.01 | 29.25

Date	Invoice #
3/11/2022	100-17863

1730 | JTD
 01327 | 18.14

Auld & White Constructors, Inc.
 Attn: Jan Conwell
 4168 Southpoint Parkway, Suite 101
 Jacksonville FL 32216

1748 | JTD
 01327 | 25.16

Terms	Due Date
Net 30	4/10/2022

Service	Description of Service Provided	Qty	Rate	Amount
PR Mileage	Pro Rated Mileage Expense 2/2 Tributary	50	0.585	29.25
PR Mileage	Pro Rated Mileage Expense 2/7 Putzke Farms	31	0.585	18.14
PR Mileage	Pro Rated Mileage Expense 2/24 Tributary Park	43	0.585	25.16
				\$72.55

INVOICE

Invoice Number: 1512410928

Invoice Date: 3/13/2022

Invoice Amount: \$399.96

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS. PAST DUE 31ST. 18% INTEREST ANNUM (1.5% per month) THEREAFTER.

REMIT PAYMENT TO:
STAFF ZONE
 P.O. Box 890722
 Charlotte, NC 28289-0722



AULD & WHITE CONSTRUCTORS
 ACCOUNTS PAYABLE
 4168 SOUTHPOINT PKWY. STE 101
 JACKSONVILLE, FL 32216

PO #: TRIBUTARY REGIONAL PARK
 Customer Number: 51AULD

↑ Please remit this stub with payment ↑

Date	Description	Ticket Number	Regular		Overtime		Amount
			Hours	Rate	Hours	Rate	
3/7/2022	CHAMBLISS, DANNY ***	861673 ✓	8.00	\$17.99	0.00	\$0.00	\$143.92
3/10/2022	THOMAS, DARRYL ***	883001 }	7.00	\$17.99	0.00	\$0.00	\$125.93
3/10/2022	WALKER, THOMAS ***	883001 }	7.00	\$17.99	0.00	\$0.00	\$125.93
	ACA Benefits Surcharge		22.00	\$0.19	0.00	\$0.00	\$4.18

Handwritten calculation:

$$\begin{array}{r|l} 1748 & \\ \hline 0154 & 399.06 \end{array}$$

RECEIVED
 MAR 21 2022
 By _____

Total Due: \$399.96

Invoice Number: 1512410928
 Invoice Date: 3/13/2022
 Invoice Amount: \$399.96

THANK YOU FOR USING STAFF ZONE

STAFF ZONE

- Athens 706-850-2270
- Atlanta-Doraville 770-220-9950
- Atlanta-East Point 404-762-2512
- Augusta 706-724-9585
- Austin 512-452-8367
- Birmingham 205-703-9701
- Brunswick 912-264-5500
- Charleston-Remount Rd. 843-308-9663
- Charleston-Rivers Ave. 843-202-1551
- Charlotte 704-714-9663
- Clearwater 727-221-7343
- Columbia 803-399-9663
- Columbus 706-324-1780
- Dallas 972-258-9663
- Denver 720-638-4972
- Durham 919-797-0004
- Fort Worth 817-900-9000
- Greensboro 336-553-2970
- Greenville 864-271-0004
- Houston 832-203-8117
- Huntsville 256-964-7274
- Jacksonville 904-634-0052
- Kissimmee 407-483-4747
- Las Vegas 725-251-5554
- Memphis 901-249-8386
- Nashville-Dickerson Pike 615-915-2457
- Nashville-Hermitage Ave. 615-242-9663
- Norfolk 757-807-7155
- Orlando 407-413-5066
- Phoenix 602-314-6653
- Plano 469-786-0363
- Raleigh 919-863-9663
- Richmond 804-644-9663
- San Antonio 210-455-0020
- Savannah 912-965-9120
- Tampa 813-972-9663

Company: (Bill To)

AULD & WHITE CONSTRUCTORS

Job Site Name & Address:

76117 TRIBUTARY DR
YULEE, FL 32097
TRIBUTARY AMENITIES SUITE

Report to:

Jam

Time:

TIM

No of Workers Needed:

2 GL

Repeat Work Order?

883001

Yes No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? _____ Time? _____ Report to: _____

x MARCO DE SIMON
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Site clean up

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Tommy Walker				7				
Darryl Thomas				7				

SUPERVISION REQUIRED



Our MOD Rate is .90



TOTAL BILLABLE HOURS: 14

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

STAFF ZONE

- Athens 706-850-2270
- Atlanta-Doraville 770-220-9950
- Atlanta-East Point 404-762-2512
- Augusta 706-724-9585
- Austin 512-452-8367
- Birmingham 205-703-9701
- Brunswick 912-264-5500
- Charleston-Remount Rd. 843-308-9663
- Charleston-Rivers Ave. 843-202-1551
- Charlotte 704-714-9663
- Clearwater 727-221-7343
- Columbia 803-399-9663
- Columbus 706-324-1780
- Dallas 972-258-9663
- Denver 720-638-4972
- Durham 919-797-0004
- Fort Worth 817-900-9000
- Greensboro 336-553-2970
- Greenville 864-271-0004
- Houston 832-203-8117
- Huntsville 256-964-7274
- Jacksonville 904-634-0052
- Kissimmee 407-483-4747
- Las Vegas 725-251-5554
- Memphis 901-249-8386
- Nashville-Dickerson Pike 615-915-2457
- Nashville-Hermitage Ave. 615-242-9663
- Norfolk 757-807-7155
- Orlando 407-413-5066
- Phoenix 602-314-6653
- Plano 469-786-0363
- Raleigh 919-863-9663
- Richmond 804-644-9663
- San Antonio 210-455-0020
- Savannah 912-965-9120
- Tampa 813-972-9663

Date: 3-7-22

Company: (Bill To)

AULD & WHITE CONSTRUCTORS

Job Site Name & Address:

754433 EDWARDS RD
YULEE, FL 32097
TRIBUTARY REGIONAL PARK

Report to:

TRIBUTARY REGIONAL PARK

Time:

HERALD GRIDDON

No of Workers Needed:

1 GL

Repeat Work Order?

861673

Yes No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? _____ Time? _____ Report to: _____

x [Signature]
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Trash / Sweep
move materials

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Danny Chambern								

SUPERVISION REQUIRED



Our MOD Rate is .90



TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CUSTOMER COPY

Driver #	Driver	Total	Job	Phase
7237	Borders, Lee	67.16	1700	81634.
1320	Duke, Bill	606.47	1709	81634.01
7322	Lanahan, Tim	340.25	1709	81634.01
8875	Floyd, Steven	266.71	1719	81634
2264	Rogers, Ed	321.06	1721	81634.
525	Pafford, Joe	496.09	1722	81634.
8470	Savilonis, William	381.48	1722	81634.
8713	Slaugh, John	116.94	1722	81634.
8724	Dokken, Jeff	512.11	1722	81634.
8724	Dokken, Jeff	72.48	1722	81610.
7367	Duett, Kevin	131.53	1724	21058.
2306	Hagerty, Tim	186.00	1728	81634
6767	Kemp, Shane	242.66	1730	01634.
6262	Scully, Josh	246.08	1733	83906.
6262	Scully, Josh	21.16	1733	01311
5505	Brown, Mike	418.20	1735-2	81634.
6356	Wilkinson, Norman	297.83	1735-2	81634.
8713	Slaugh, John	100.55	1735-2	81634.
9602	Debile, Johnny	433.23	1737	01634.
2340	Reeves, Scott	128.80	1738-1	82098
3550	Richards, John	433.54	1738-1	81634.
7048	Roy, Mark	290.98	1739	83906
8568	Rollins, Dennis	158.96	1741	01634.
4347	Thompson, Kevin	511.65	1743	01634.
6850	Mers, Mark	331.58	1743-2	83906.
1863	Cheney, Scott	461.69	1746	81634.
7163	Rummel, Anthony	378.22	1746	81634.
9300	Mueller, Willie	274.62	1747	01634.
496	Gribbin, Gerald	351.87	1748	81634.
6850	Mers, Mark	331.58	1748	81634.
6850	Mers, Mark	879.96	1748	01613.
2288	Taylor, Jason	432.78	1749	81634.
6948	Bajramovic, Said	151.77	1751	01634.
7608	Oglesby, Norman	354.10	3198	81634.
9236	Frederick, Perry	162.94	3201	81634.
1696	Greenlee, Scott	65.25	3205	01634
9152	Plitt, Eugene	291.00	3205	01634.
1694	Greenlee, Scott	74.00	3207	01634.
2088	Roberson, David	93.00	3207	01634.
1694	Greenlee, Scott	78.01	3208	81634.
1695	Greenlee, Scott	69.40	3212	01634
2088	Roberson, David	90.85	3212	01634.
4845	Adamowich, Zack	478.82	93210-10	80011.
7171	Staffey, Christopher	362.78	97210-84	00100.
2088	Roberson, David	187.02	97210-98	00100.
2088	Roberson, David	92.00	97211-05	00100.
4168	Floater Card	368.52	97211-05	00100.
8737	Jundt, Mark	467.29	97211-05	00100.

4168	Floater Card	237.66	97211-08	00100.
2838	Jorgensen, Dennis	413.69	97220	00100.
8989	Ruble, Matthew	588.00	97220	00100.
2699	Raulerson, Kevin	477.63	98220	00011.
6948	Bajramovic, Said	78.45	98221-01	00001.
6948	Bajramovic, Said	75.34	98221-02	00002.
2555	Interiors Card			01161.
0	Nansen, Brett	287.16		
770	Webb, Kyle	347.40		
1677	Smoak, Buck	223.48		
5469	Teele, Matthew	461.69		
5869	Tyson, Billy-Dale	381.43		
5976	Maryak, Justin	240.81		
6003	Auld, Steve			
6088	Barth, Josh	194.04		
6098	Reis, Cindy	131.21		
6635	Bleam, Austin	109.64		
6728	Auld, David	369.44		
7328	Lanahan, Matthew			
7755	Durkin, James	509.63		
9268	Losada, David	132.83		
9410	Klepzig, Jim	502.94		
9649	Marty, Nathan	417.62		
		-19.46		
		19771.60		

Pro-Line Survey Supply, Inc.

10265 Beach Blvd.
 Jacksonville, Florida 32246
 www.prolinesurvey.com

Invoice

1748
1641
GMS
STD
45.20

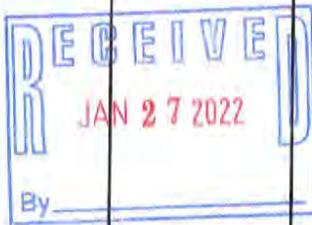
Date	Invoice #
1/24/2022	80517

Bill To
AULD-WHITE CONSTRUCTORS, LLC 4168 SOUTHPOINT PARKWAY, SUITE 101 JACKSONVILLE, FLORIDA 32216

Ship To
AULD-WHITE CONSTRUCTORS, LLC 4168 SOUTHPOINT PARKWAY, SUITE 101 JACKSONVILLE, FLORIDA 32216

P.O. Number	Terms	Due Date	Rep	Ship	Via	Project/Job
1748	NET 30	2/23/2022	TN	1/24/2022	P/U	

Quantity	Item Code	Description	Price Each	Backordered	Amount
1	EAS48LATHI...	1X1X48 STAKES, BUNDLE OF 50 W/OUT POINTS	38.95	0	38.95T
1	PPTXW	WHITE FLAGGING	1.55	0	1.55T
1	PPTXR	RED FLAGGING	1.55	0	1.55T
		DUVAL COUNTY SALES TAX	7.50%		3.15



Total		\$45.20
Payments/Credits		\$0.00
Balance Due		\$45.20

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES, AND INTEREST OF 1.5% PER MONTH

Phone #	Fax #	E-Mail	Web Site
904-620-0500	904-620-0611	proline@pro-linesurvey.com	www.prolinesurvey.com

PRO-LINE SURVEY SUPPLY

10265 Beach Boulevard
 JACKSONVILLE, FLORIDA 32246
 proline@pro-linesurveysupply.com

INVOICE

80517

(904) 620-0500 FAX (904) 620-0611

DATE 1/24/2022 ORDER NO. 1748

TO Aula-White

SHIP TO Gerald

SALESPERSON DATE SHIPPED SHIPPED VIA F.O.B. POINT TERMS

QUANTITY DESCRIPTION UNIT PRICE TOTAL

> 1	EAS48 LATH NI NP		38.95
1	PPTXW White Flagging	1.55	1.55
1	PPTXR Red Flagging	1.55	1.55

> Mailed 1/24/2022

Subtotal 42.05
Tax 3.15
TOTAL 45.20

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES, AND INTEREST OF 1.5% PER MONTH.

THANK YOU

PRO-LINE SURVEY SUPPLY
 10265 Beach Boulevard
 JACKSONVILLE, FLORIDA 32246
 proline@pro-linesurveyssupply.com

INVOICE

80517

(904) 620-0500 FAX (904) 620-0611

REC'D	JOB No. 1748
JOB APPL Am)	OFC APPL
CODE 1641	AMOUNT

DATE 11/21/2007	ORDER NO. 1748
SHIP TO Gerald	

TO Paula-White

SALESPERSON DATE SHIPPED SHIPPED VIA F.O.B. POINT TERMS

QUANTITY DESCRIPTION UNIT PRICE TOTAL

>	1	EM542 LINTH N/ NP		38.95
	1	PPTXW White Flagging	1.55	1.55
	1	PPTXR Red Flagging	1.55	1.55

Layout site
 DW

>		Subtotal		42.05
		TAX		3.15
		TOTAL		45.20

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES, AND INTEREST OF 1.5% PER MONTH.

THANK YOU

Pro-Line Survey Supply, Inc.

10265 Beach Blvd.
 Jacksonville, Florida 32246
 www.prolinesurvey.com

Invoice

1748 | CAME
1541 | 69.82

Date	Invoice #
1/25/2022	80537

Bill To
AULD-WHITE CONSTRUCTORS, LLC 4168 SOUTHPOINT PARKWAY, SUITE 101 JACKSONVILLE, FLORIDA 32216

Ship To
AULD-WHITE CONSTRUCTORS, LLC 4168 SOUTHPOINT PARKWAY, SUITE 101 JACKSONVILLE, FLORIDA 32216

P.O. Number	Terms	Due Date	Rep	Ship	Via	Project/Job
1748	NET 30	2/24/2022	TN	1/25/2022	P/U	

Quantity	Item Code	Description	Price Each	Backordered	Amount
1	SITE-32-10080B	100' NYLON COATED STEEL TAPE, INCH / 8THS, FAST REWIND 3:1 GEAR RATIO	45.00	0	45.00T
1	EAS2STAKE-12	2X2X12 STAKE BUNDLE OF 25 DUVAL COUNTY SALES TAX	19.95 7.50%	0	19.95T 4.87

RECEIVED

JAN 27 2022

By _____

Total	\$69.82
Payments/Credits	\$0.00
Balance Due	\$69.82

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES, AND INTEREST OF 1.5% PER MONTH

Phone #	Fax #	E-Mail	Web Site
904-620-0500	904-620-0611	proline@pro-linesurveysupply.com	www.prolinesurvey.com

PRO-LINE SURVEY SUPPLY

10265 Beach Boulevard
JACKSONVILLE, FLORIDA 32246
proline@pro-linesurveysupply.com

INVOICE

80537

(904) 620-0500 FAX (904) 620-0611

DATE 1/25/2022 ORDER NO. 1748
SHIP TO

TO And = White

Berald

SALESPERSON DATE SHIPPED SHIPPED VIA F.O.B. POINT TERMS

QUANTITY DESCRIPTION UNIT PRICE TOTAL

>	1	SITE-32-10080 B 100' Tape Steel		45.00
	1	EAS 2 STAKE-12 24x2x12		19.95

Subtotal 44.95
 Tax 4.87
 Total 49.82

Mailed
1/25/2022

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES, AND INTEREST OF 1.5% PER MONTH.

THANK YOU

PRO-LINE SURVEY SUPPLY

10265 Beach Boulevard
 JACKSONVILLE, FLORIDA 32246
 proline@pro-linesurvey.com

INVOICE

80537

(904) 620-0500 FAX (904) 620-0611

DATE 1/25/02 ORDER NO. 1748

TO *And White*

REC'D	JOB No.
	1748
JOB APPL	OFG APPL
<i>DM</i>	
CODE	AMOUNT
1641	

SHIP TO *Berald*

SALESPERSON DATE SHIPPED SHIPPED VIA F.O.B. POINT TERMS

QUANTITY DESCRIPTION UNIT PRICE TOTAL

1	<i>SM-33-10080 B 100' Tape Steel</i>		45.00
1	<i>ENS2 STAKE-12 242x12</i>		19.95

lay out side

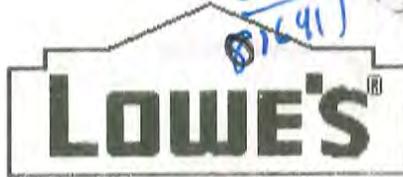
CMB

Subtotal 64.95
Tax 4.87
Total 69.82

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES, AND INTEREST OF 1.5% PER MONTH.

THANK YOU

602 / 1748
01/41



LOWE'S HOME CENTERS, LLC
8054 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32256 (904) 828-5170

- SALE -

SALES#: S1842MM1 3106912 TRANS#: 2899671 02-03-22

92313 HGC 3-FTX100-FT CONTRACT S	83.56
43.98 DISCOUNT EACH	-2.20
2 @ 41.78	
790518 QLT ELIMINATOR BULL FLOAT	51.28
53.98 DISCOUNT EACH	-2.70
137 HGC 4-FTX100-FT ORANGE SA	170.90
35.98 DISCOUNT EACH	-1.80
5 @ 34.18	
326820 SHARPIE 5-PC FINE BLACK	5.21
5.48 DISCOUNT EACH	-0.27
2560548 DIXON SAFETYGREEN 10CT CA	2.83
2.98 DISCOUNT EACH	-0.15
757004 BLACK 11-IN CABLE TIES 50	32.29
33.98 DISCOUNT EACH	-1.69

SUBTOTAL: 346.07

TAX: 25.96

INVOICE 02011 TOTAL: 372.03

LAR: 372.03

TOTAL DISCOUNT: 18.21

LAR:XXXXXXXXXX7958 AMOUNT:372.03 AUTHCD:001201

SWIPED REFID:958103 02/03/22 09:48:03

LAR PD: 1748

ACCOUNT NAME:

AULD AND WHITE CONSTRUCTOR

AUTH BUYER: GRIBBIN GERALD

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

STORE: 1842 TERMINAL: 02 02/03/22 09:48:06

OF ITEMS PURCHASED: 11

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

RAM TOOL

CONSTRUCTION SUPPLY CO.
4500 5th Avenue South, Building A
Birmingham, AL 35222

Invoice

DOCUMENT #	DOCUMENT DATE
9503251823	02/10/2022
ACCOUNT #	DUE DATE
123409	03/12/2022
PAYMENT TERMS	
Net 30	
PURCHASE ORDER #	
1748	
TOTAL AMOUNT IN USD	
42.94	

Bill To: 123409

01641

JTD
1748 / GMC
42.94

AULD & WHITE CONSTRUCTORS INC
4168 SOUTHPOINT PKWY STE 101
JACKSONVILLE, FL 32216

To view and pay your bills online go to:
<https://ramtool.billtrust.com>

Enrollment Token: BKG HFK TWK

BRANCH LOCATION	SHIP TO: 5526504	DELIVERY METHOD
FL07 - JACKSONVILLE 6773 PHILLIPS INDUSTRIAL LANE JACKSONVILLE, FL 32256	TRIBUTARY PARK 75433 EDWARDS ROAD YULEE, FL 32097	Truck Delivery

PLEASE REMIT PAYMENT ONLY TO:
Ram Tool Construction Supply Co
P O Box 743487
Atlanta, GA 30374-3487

ITEM	MATERIAL/DESCRIPTION	SALES ORDER/ LINE	QTY	UNIT PRICE	EXTENDED PRICE	TAX AMT
10	ATN-8 DUPLEX 8D 2-1/4" DUPLEX NAIL	7747442 / 10	50 LB	0.80260	40.13	2.81

RECEIVED
FEB 14 2022
Auld & White Constructors

For general inquiries:
arcustomerrequest@ramtool.com
(205) 599-7061/(800) 890-1988

For lien waivers:
lienwaiver@ramtool.com

Your AR account rep:
Barbara VIU
Barbara.viu@ramtool.com
(305)459-0862

Subtotal	40.13
Subtotal Before Tax	40.13
Tax (7.00%)	2.81
Total Amount in \$	42.94

SAVE TIME AND MONEY WITH OUR NEW PORTAL!

Choose from two easy ways to receive your invoices: email, or our secure online site, eInvoice Connect. With email delivery, your invoices are sent once per day, and you will receive a copy of your paper bill. With eInvoice Connect, you can be notified by email when new invoices are posted and search, download, print, and pay your bills online!
Visit <http://ramtool.billtrust.com> to enroll.



JACKSONVILLE
6773 PHILLIPS INDUSTRIAL LANE
JACKSONVILLE, FL 32256
TEL: 904-262-2903
FAX:

Page 1 of 1
02/15/2022 10:05:36

ORIG INV#:
ORDER#: 7762495
DELIVERY#: 802184536
PRINT#: 001

DELIVERY TICKET

SHIPPING ADDRESS:

SHIP TO #: 5526504
TRIBUTARY PARK
75433 EDWARDS ROAD
YULEE, FL 32097
GERALD GRIBBIN
904-759-4072

CUSTOMER PO#: 1748

PICKING INSTRUCTIONS:

CUSTOMER:

CUSTOMER#: 123409
AULD & WHITE CONSTRUCTORS INC

Z1: 2257 Dave Cannon
Z0: 1602 David Knowles

ORDER INFORMATION:

INCOTERMS: 004 Truck Delivery
SHIPPING POINT: Jacksonville WH
SHIPPING ZONE: Southeast

SHIPPING INSTRUCTIONS:

GERALD GRIBBIN
(904) 759-4072

ITEM / TYPE	MATERIAL / DESCRIPTION	BIN LOCATION	ORDER QTY	SHIP QTY	PICK-UP QTY	DELIVERED QTY	B/D QTY
000010 TAN	LNH-LM400 15FT X 360FT TERRATEX NONWOVEN GEOTEXTIL	YARD/04	1 ROL	1 ROL	1 ROL		0 ROL

TOTAL WEIGHT: 150.000 LB

1748 / GML
2170 /

Fabric for
Concession
foundations
GML

Checked By _____ Delivered By _____ Receiver Signature _____ Receiver Name _____ Receiver Date / Time _____

All returns subject to manager approval and restocking fee. No returns on order or nonstock items



6150 Richard Street
 Jacksonville, FL
 32216-6052

1748
 01641
 JTO
 CAG
 192.73

Invoice

Date	Invoice #
2/21/2022	27244

Bill To
AULD & WHITE 4168 SOUTHPOINT PKWY, Suite 101 JAX., FL 32216

Ship To
AULD & WHITE 4168 SOUTHPOINT PKWY JAX., FL 32216

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
#1748 / Tributary ...	Net 30		2/21/2022			
Quantity	Item Code	Description			Price Each	Amount
1	63058	Pintle Hook Receiver Mount 12 1/2 " drop 8,000 lbs			90.65	90.65T
1	63011	Pintle Hook w/2" Ball			88.63	88.63T
		FL + Duval Cty Sales Tax (7.5%)			7.50%	13.45
					Total	\$192.73

RECEIVED
 FEB 24 2022
 By _____

Phone #	Fax #
904-733-3524	904-733-6612

Receiver
To pull water Buffalo
GMB

INVOICE

Shop Phone
733-3524



6150 RICHARD STREET
JACKSONVILLE, FLORIDA 32216
904-733-3524 • FAX: 904-733-6612

1748 / GMB
1284 /

Customer's Order No. 1748 Date 2-21 20 22

M Buld & White

Address Suburban Park

Date Wanted _____

QUANTITY	DESCRIPTION OF WORK
1	63058 Mount Plate 90.60
1	63011 Pintle 88.63
	Gerald M Gribbin
	Jacull M J M

	AMOUNT	
TOTAL MATERIAL	179	29
SALES TAX	13	44
LABOR		
TOTAL	192	73

1748 / GMS
8261
1641
JTD



How doers
get more done.

855 LANE AVE SOUTH
JACKSONVILLE, FL 32205 (904)7816208

6346 00002 74811 02/21/22 03:41 PM
SALE CASHIER AUDREY

83221.03 ~~8261~~

4005014730277 2X4-96 KD-HI <A>	
2X4-96" PRIME KD-HI WHITEWOOD STUD	
10@6.98	69.80
875195007345 RECEIVER LOC <A>	23.98
TOWSMART STAINLESS RECEIVER LOCK	
875195007277 2" TOW RING <A>	34.98
TOWSMART TOW RING	
030699729470 MASON LINE <A>	1641
#18X215' TWISTED MASON LINE	
2@7.50	15.00

SUBTOTAL	143.76
SALES TAX	10.78
TOTAL	\$154.54

XXXXXXXXXXXX9557 HOME DEPOT
AUTH CODE 021507/5022072
USD\$ 154.54
TA

AULD & WHITE CONST
GRIBBIN GERALD
Chip Read
AID A060000004999908400305 THD PLCC PROX

P.O. #/JOB NAME: 1748

6346 02/21/22 03:41 PM



6346 02 74811 02/21/2022 5009

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365 02/21/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

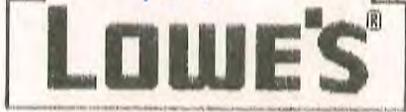
www.homedepot.com/survey

User ID: HTK 156257 149913
PASSWORD: 22121 149911

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

1748 / GM - JTD

1641



LOWE'S HOME CENTERS, LLC
13125 CITY SQUARE DRIVE
JACKSONVILLE, FL 32218 (904) 696-4063

- SALE -

SALES#: S2472CB5 13 TRANS#: 2163277 03-01-22

93171 9-GAL NAACOURT PLANTAINER 30.36

15.98 DISCOUNT EACH -0.00

2 @ 15.18

*Block out
@
fire hydrants
GMB*

SUBTOTAL: 30.36

TAX: 2.28

INVOICE 02004 TOTAL: 32.64

LAR: 32.64

TOTAL DISCOUNT: 1.60

LAR: XXXXXXXXXXXX7958 AMOUNT: 32.64 AUTHCD: 000888

SWIPE REFID: 082483 03/01/22 14:34:29

LAR PD: 1748

ACCOUNT NAME: AULD AND WHITE CONSTRUCTORS LL

AUTH BUYER: GRIBBIN GERALD

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 2472 TERMINAL: 02 03/01/22 14:34:37

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY VISIT
LOWES.COM

A WRITTEN

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1748 Tributary Regional Park

Application No.: 2

Period To: 03/31/22

Application Date: 03/20/22

From: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project No.: 1748

Contract Date: 02/10/22

Commitment: 1748-015

Contract For: 1748-015 - CONCRETE - BUILDING,
SIDEWALKS, SIGN

1. ORIGINAL CONTRACT AMOUNT	\$176,306.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$176,306.00
4. TOTAL COMPLETED AND STORED TO DATE	\$95,500.93
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$9,550.09
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$9,550.09
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$85,950.84
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$30,733.33
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$55,217.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$90,355.16
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

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

CONTRACTOR:

By: _____ Date: _____

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$55,217.51

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 2
APPLICATION DATE: 03/20/22
PERIOD TO: 03/31/22
PROJECT NO.: 1748

Auld & White Constructors

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Sidewalks	\$119,409.00	\$28,658.16	\$17,911.35	-	\$46,569.51	39.00%	\$72,839.49	\$4,656.95
1	Building Concrete	\$49,909.00	\$5,489.99	\$37,431.75	-	\$42,921.74	86.00%	\$6,987.26	\$4,292.17
1	Monument Signage Concrete	\$6,988.00	-	\$6,009.68	-	\$6,009.68	86.00%	\$978.32	\$600.97
PAYMENT TOTALS		\$176,306.00	\$34,148.15	\$61,352.78	-	\$95,500.93	54.17%	\$80,805.07	\$9,550.09

APPROVED



CONSTRUCTION SUPPLY CO.
4500 5th Avenue South, Building A
Birmingham, AL 35222

Invoice

DOCUMENT #	DOCUMENT DATE
9503272478	02/17/2022
ACCOUNT #	DUE DATE
123409	03/19/2022
PAYMENT TERMS	
Net 30	
PURCHASE ORDER #	
1748	
TOTAL AMOUNT IN USD	
620.44	

Bill To: 123409

Handwritten notes:
 02001 | ~~2177~~ | 1748 | JTB | GMB | 620.44

AULD & WHITE CONSTRUCTORS INC
4168 SOUTHPOINT PKWY STE 101
JACKSONVILLE, FL 32216

To view and pay your bills online go to:
<https://ramtool.billtrust.com>

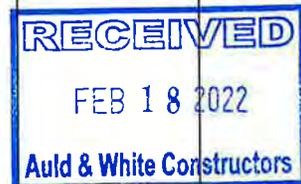
Enrollment Token: BKG HFK TWK

PLEASE REMIT PAYMENT ONLY TO:

Ram Tool Construction Supply Co
P O Box 743487
Atlanta, GA 30374-3487

BRANCH LOCATION	SHIP TO: 5526504	DELIVERY METHOD
FL07 - JACKSONVILLE 6773 PHILLIPS INDUSTRIAL LANE JACKSONVILLE, FL 32256	TRIBUTARY PARK 75433 EDWARDS ROAD YULEE, FL 32097	Truck Delivery

ITEM	MATERIAL/DESCRIPTION	SALES ORDER/ LINE	QTY	UNIT PRICE	EXTENDED PRICE	TAX AMT
10	LNM-LM400 15FT X 360FT TERRATEX NONWOVEN GEOTEXTIL <i>de vanden vanden fondatied GMB</i>	7762495 / 10	1 ROL	579.85000	579.85	40.59



For general inquiries:
arcustomerrequest@ramtool.com
(205) 599-7061/(800) 890-1988

For lien waivers:
lienwaiver@ramtool.com

Your AR account rep:
Barbara VIU
Barbara.viu@ramtool.com
(305)459-0862

Subtotal	579.85
Subtotal Before Tax	579.85
Tax (7.00%)	40.59
Total Amount in \$	620.44

SAVE TIME AND MONEY WITH OUR NEW PORTAL!

Choose from two easy ways to receive your invoices: email, or our secure online site, eInvoice Connect. With email delivery, your invoices are sent once per day, and you will receive a copy of your paper bill. With eInvoice Connect, you can be notified by email when new invoices are posted and search, download, print, and pay your bills online!

Visit <http://ramtool.billtrust.com> to enroll.

Invoice

Owen Development Group LLC

895 W. American Eagle Dr.
FL 32092

Date	Invoice #
3/24/2022	103-02

Bill To
Auld and White Constructors 4168 Southpoint Parkway Suite 101 Jacksonville, Florida 32216

1748 | JTD
02253 | \$2,388.15

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
3	57 Stone Material for Dewatering Edwards Drive	796.05	2,388.15
Total			\$2,388.15



INVOICE

INVOICE NO

68474

INVOICE DATE

2/28/2022

CC
Bill To
A+W

SOLD TO Owen Development Group
895 W. American Eagle Drive
St. Augustine, FL 32092

REMIT TO

UNITED BROTHERS DEVELOPMENT CORPORATION
6924 Distribution Avenue South
Jacksonville, FL 32256

Fax Invoices To:
E-mail Invoices To:charlie@owendevlopmentgroup.com

ACCOUNT NO	TAX EXEMPT NUMBER	PO NUMBER	QUOTE NUMBER	DATE SHIPPED	TERMS	DUE DATE	PAGE
OWE01				2/28/2022	COD	2/28/2022	1

DELIVERY ADDRESS: 75433 EDWARDS RD

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
18.82TN	R & R ROCK / 57 SIZE STONE Ticket #098984	\$ 26.50	\$ 498.73
1.75HR	HAULING - R & R / 57 SIZE STONE Ticket #098984	\$ 100.00	\$ 175.00*
19.36TN	R & R ROCK / 57 SIZE STONE Ticket #098986	\$ 26.50	\$ 513.04
1HR	HAULING - R & R / 57 SIZE STONE Ticket #098986	\$ 100.00	\$ 100.00*

* means item is non-taxable

ITEM TOTAL \$ 1,286.77
TAX \$ 75.88

TOTAL AMOUNT \$ 1,362.65

Our products are recycled concrete aggregate and may contain organic matter such as wood, metal and plastic.

Thank you for being a customer.

We expect payment within the terms stated above. Please process this invoice to ensure timely payment.
All late payments will be charged 1.5 percent per month or 18 percent per year if not paid in full by date due.



CC
Bill To
A+W

INVOICE

INVOICE NO
68667
INVOICE DATE
3/8/2022

SOLD TO Owen Development Group
895 W. American Eagle Drive
St. Augustine, FL 32092

REMIT TO UNITED BROTHERS
DEVELOPMENT
CORPORATION
6924 Distribution Avenue South
Jacksonville, FL 32256

Fax Invoices To:
E-mail Invoices
To:charlie@owendevlopmentgroup.com

ACCOUNT NO	TAX EXEMPT NUMBER	PO NUMBER	QUOTE NUMBER	DATE SHIPPED	TERMS	DUE DATE	PAGE
OWE01				3/7/2022	COD	3/8/2022	1

DELIVERY ADDRESS: 75433 EDWARDS RD

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
18.92TN	R & R ROCK / 57 SIZE STONE Ticket #100374	\$ 26.50	\$ 501.38
1.75HR	HAULING - R & R / 57 SIZE STONE Ticket #100374	\$ 100.00	\$ 175.00*

* means item is non-taxable

ITEM TOTAL \$ 676.38
TAX \$ 37.60
TOTAL AMOUNT \$ 713.98

Our products are recycled concrete aggregate and may contain organic matter such as wood, metal and plastic.

Thank you for being a customer.

We expect payment within the terms stated above. Please process this invoice to ensure timely payment.
All late payments will be charged 1.5 percent per month or 18 percent per year if not paid in full by date due.

Landmark Surveyors, Inc.
 P.O. Box 61507
 Jacksonville, FL 32236

Invoice

DATE	INVOICE #
2/13/2022	8276

BILL TO

Auld & White
 Attn: Accounts Payable
 4168 Southpoint Parkway Suite 101
 Jacksonville, FL 32216

1748 | JTD
 01231 | 1,515.00

P.O. NO.	TERMS	DUE DATE	JOB NUMBER	JOB NAME
	Due on receipt	2/13/2022	375.01	AWC 1748 Tributary County Park
QUANTITY	DATE	DESCRIPTION	RATE	AMOUNT
2.5	2/1/2022	Field Crew for Construction Layout Establish horizontal and vertical survey control points; Establish level circuit	135.00	337.50
8	2/2/2022	Field Crew for Construction Layout Staked ball field, concession area, multi-purpose field and sidewalk	135.00	1,080.00
1	2/3/2022	Cad Drafting and/or Calculations Download and review field data	65.00	65.00
0.5	2/11/2022	Cad Drafting and/or Calculations Download and review field data	65.00	32.50
			Total	\$1,515.00

RECEIVED
 FEB 21 2022
 Auld & White Constructors

Please send payment to: P.O. Box 61507, Jacksonville, FL 32236

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1748 Tributary Regional Park

Application No.: 1
Period To: 03/31/22
Application Date: 03/22/22
Project No.: 1748
Contract Date: 01/13/22
Commitment: 1748-003

From: Gary Rodgers Plumbing Co. Inc
5867 Mining Terrace
Jacksonville, FL 32257

Contract For: 1748-003 - PLUMBING

1. ORIGINAL CONTRACT AMOUNT	\$65,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$65,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$11,000.00
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$1,100.00
(Columns D + E)	
10.00% of Stored Materials	-
(Columns F)	
Total Retainage	\$1,100.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$9,900.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$9,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$55,100.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

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

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$9,900.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 1
APPLICATION DATE: 03/22/22
PERIOD TO: 03/31/22
PROJECT NO.: 1748

Gary Rodgers Plumbing Co. Inc

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
	ROUGH BELOW SLAB	\$11,000.00	-	\$11,000.00	-	\$11,000.00	100.00%	-	\$1,100.00
	ROUGH ABOVE SLAB	\$31,300.00	-	-	-	-	-	\$31,300.00	-
	INSULATION	\$4,000.00	-	-	-	-	-	\$4,000.00	-
	TRIM	\$18,700.00	-	-	-	-	-	\$18,700.00	-
		-	-	-	-	-	-	-	-
	PAYMENT TOTALS	\$65,000.00	-	\$11,000.00	-	\$11,000.00	16.92%	\$54,000.00	\$1,100.00

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1748 Tributary Regional Park

Application No.: 2

Period To: 03/31/22

Application Date: 03/24/22

From: Beacon Electrical Contractors, Inc.
731 Duval Station Road, Suite 107-306
Jacksonville, FL 32218

Project No.: 1748

Contract Date: 01/13/22

Commitment: 1748-002

Contract For: 1748-002 - ELECTRICAL SUBCONTRACT

1. ORIGINAL CONTRACT AMOUNT	\$383,100.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE	\$383,100.00
4. TOTAL COMPLETED AND STORED TO DATE	\$156,543.28
(Column G)	
5. RETAINAGE	
10.00% of Completed Work	\$11,620.70
(Columns D + E)	
10.00% of Stored Materials	\$4,033.63
(Columns F)	
Total Retainage	\$15,654.33
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$140,888.95
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$57,696.30
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$83,192.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$242,211.05
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Orders		\$0.00

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

CONTRACTOR:

By: _____ Date: _____

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$83,192.65

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 2
APPLICATION DATE: 03/24/22
PERIOD TO: 03/31/22
PROJECT NO.: 1748

Beacon Electrical Contractors, Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
18	Concession Bldg Rough	\$16,000.00	\$2,000.00	-	-	\$2,000.00	12.50%	\$14,000.00	\$200.00
19	Concession Bldg Trim	\$12,000.00	-	-	-	-	-	\$12,000.00	-
20	Concession Bldg Power Distribution	\$15,000.00	-	-	-	-	-	\$15,000.00	-
21	Concession Bldg Slab Rough	\$2,450.00	-	-	-	-	-	\$2,450.00	-
1	Permitting	\$2,000.00	\$2,000.00	-	-	\$2,000.00	100.00%	-	\$200.00
2	Light Fixture Package	\$72,000.00	-	-	\$40,336.28	\$40,336.28	56.02%	\$31,663.72	\$4,033.63
3	Parking Lot Underground Rough	\$15,000.00	\$12,000.00	-	-	\$12,000.00	80.00%	\$3,000.00	\$1,200.00
4	Parking Lot Wire	\$4,000.00	-	-	-	-	-	\$4,000.00	-
5	Parking Light Fixture Install	\$7,500.00	-	-	-	-	-	\$7,500.00	-
6	Pathway Lighting Conduit	\$42,000.00	\$19,007.00	\$15,000.00	-	\$34,007.00	80.97%	\$7,993.00	\$3,400.70
7	Pathway Lighting Wire	\$11,500.00	-	-	-	-	-	\$11,500.00	-
8	Pathway Light Fixture Install	\$15,850.00	-	-	-	-	-	\$15,850.00	-
9	Playground Underground Rough	\$4,200.00	-	-	-	-	-	\$4,200.00	-
10	Playground Power Wire	\$2,000.00	-	-	-	-	-	\$2,000.00	-
11	Playground Light Fixture Install	\$3,500.00	-	-	-	-	-	\$3,500.00	-
12	Scoreboard Underground Conduit	\$17,400.00	\$8,800.00	\$8,600.00	-	\$17,400.00	100.00%	-	\$1,740.00
13	Pitcher Mound Underground Conduit	\$9,950.00	\$1,000.00	\$5,500.00	-	\$6,500.00	65.33%	\$3,450.00	\$650.00
14	Phase 2 Sports Field UG Conduit	\$16,650.00	\$5,000.00	\$10,000.00	-	\$15,000.00	90.09%	\$1,650.00	\$1,500.00
15	Phase 1 Ballfield Musco Conduit Rough	\$29,400.00	\$9,800.00	\$13,000.00	-	\$22,800.00	77.55%	\$6,600.00	\$2,280.00
16	Power Rack # 1	\$39,000.00	\$4,500.00	-	-	\$4,500.00	11.54%	\$34,500.00	\$450.00
17	Power Rack # 2	\$44,500.00	-	-	-	-	-	\$44,500.00	-
22	Monument Sign Rough	\$1,200.00	-	-	-	-	-	\$1,200.00	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
	PAYMENT TOTALS	\$383,100.00	\$64,107.00	\$52,100.00	\$40,336.28	\$156,543.28	40.86%	\$226,556.72	\$15,654.33

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

4



AULD & WHITE
CONSTRUCTORS • LLC

3/30/2022

Re: Tributary Regional Park
AWC Project Number: 1748-

Mr. Mike Taylor
Three Rivers CDD C/O Wrathell, Hunt and
Associates, LLC
2300 Glades Road, Suite 401W
Boca Raton, FL 33431

Dear Mr. Taylor:

Please accept this letter as our Proposed Change Order No. 1 for the following additional work:

Furnish all labor, materials and equipment necessary to complete the installation of the Sitework Drainage System as indicated in the attached Sketch. No additional costs are included for unsuitable soils/proper compaction and will be evaluated once the work commences. All schedule impacts will be evaluated once formal approval has been provided and material lead times have been finalized.

TOTAL AMOUNT OF THIS PROPOSED CHANGE NO. 1.....\$108,631.00

Please indicate your approval and Owner’s acceptance by signing in the space provided below and return one (1) copy for our files. Upon acceptance of same, we will prepare a Change Order for execution.

Sincerely,

James Durkin

James Durkin
Project Manager

c: Mr. James Durkin, Auld & White Constructors, LLC

Attachments

ACCEPTED:

Three Rivers CDD C/O Wrathell, Hunt and Associates, LLC

BY: DocuSigned by: Mike Taylor
BB292B807F3F498

DATE: 4/5/2022



Change Order Request

AULD & WHITE CONSTRUCTORS, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, FL 32216
Phone: 904-296-2555

Owner : Three Rivers CDD, C/O Wrathell, Hunt and Assoc
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project: 1748- Tributary Regional Park
75433 Edwards Road
Yulee, FL 32097

Change Order Request # : 1 - Sitework Drainage

Phase	Description	Cost Type	Est Units	Est HRs	UM	Est Unit Cost	Estimated Cost	
01431.	ACCESS ROAD STABLIZATION - ALLOWAN	2 SUB	0.00	0.00	LS	0.00 \$	-25,000.00	
02001.	SITWORK / SOILS ALLOWANCE - ALLOW	2 SUB	0.00	0.00	LS	0.00 \$	119,882.00	
	Bond					0.00%	1,192.00	
	Builders Risk					0.58%	700.00	
	General Liability Insurance					0.00%	1,642.00	
	Labor Burden					55.00%	0.00	
	Misc Tools & Equipment					12.00%	0.00	
	Overhead and Profit					0.00%	10,089.00	
	Permit Fees					0.05%	65.00	
	Printing Costs					0.00%	61.00	
	Sales Tax					7.00%	0.00	
Total For Change Order								\$108,631.00

DS
MT

4/5/2022

Approved By: Three Rivers CDD, C/O Wrathell, Hunt and Associates. **Submitted By:** AULD & WHITE CONSTRUCTORS, LLC

Signed: _____

Signed: _____

Date: _____

Date: _____



2905 Corinthian Ave #3 Jacksonville, FL 32210

904-389-6752 F: 904-381-9125

Project : Tributary Park - Playgroud Drainage

We propose to construct the referenced project per plans by Dominion Eng Group, INC Dated 1-20-22 Sheets C1 thru C11. We will provide all Licenses Liability and Workers Compensation Insurance.

Our proposal includes the work described below. It is anticipated that the soils encountered will be suitable for backfill of pipes, building pads and roadways. Any unsuitable materials to be removed and replaced will be done at an additional cost. Further, we assume the soil under the pavement meets LBR 40.

We exclude any Utility Fees, As-Built Drawings, Landscape, Grassing, and Fencing unless identified below.

Erosion Control, MOT, Engineering Layout, Testing, Fuel & Mobilization	\$14,770
Site Drainage - (Structures P22-P30& Pipe)	\$105,112

TOTAL SITEWORK \$119,882

This proposal is valid for 15 days from this date.

Thank you for this opportunity and we hope to be working with you soon.

Sincerely,

Ashley Laney
President

James Durkin

From: James Durkin
Sent: Monday, February 21, 2022 2:54 PM
To: Ashley Laney
Cc: Gerald Gribbin; Brittney Bushey
Subject: RE: 1748 Tributary Regional Park - Drainage

Ashley,

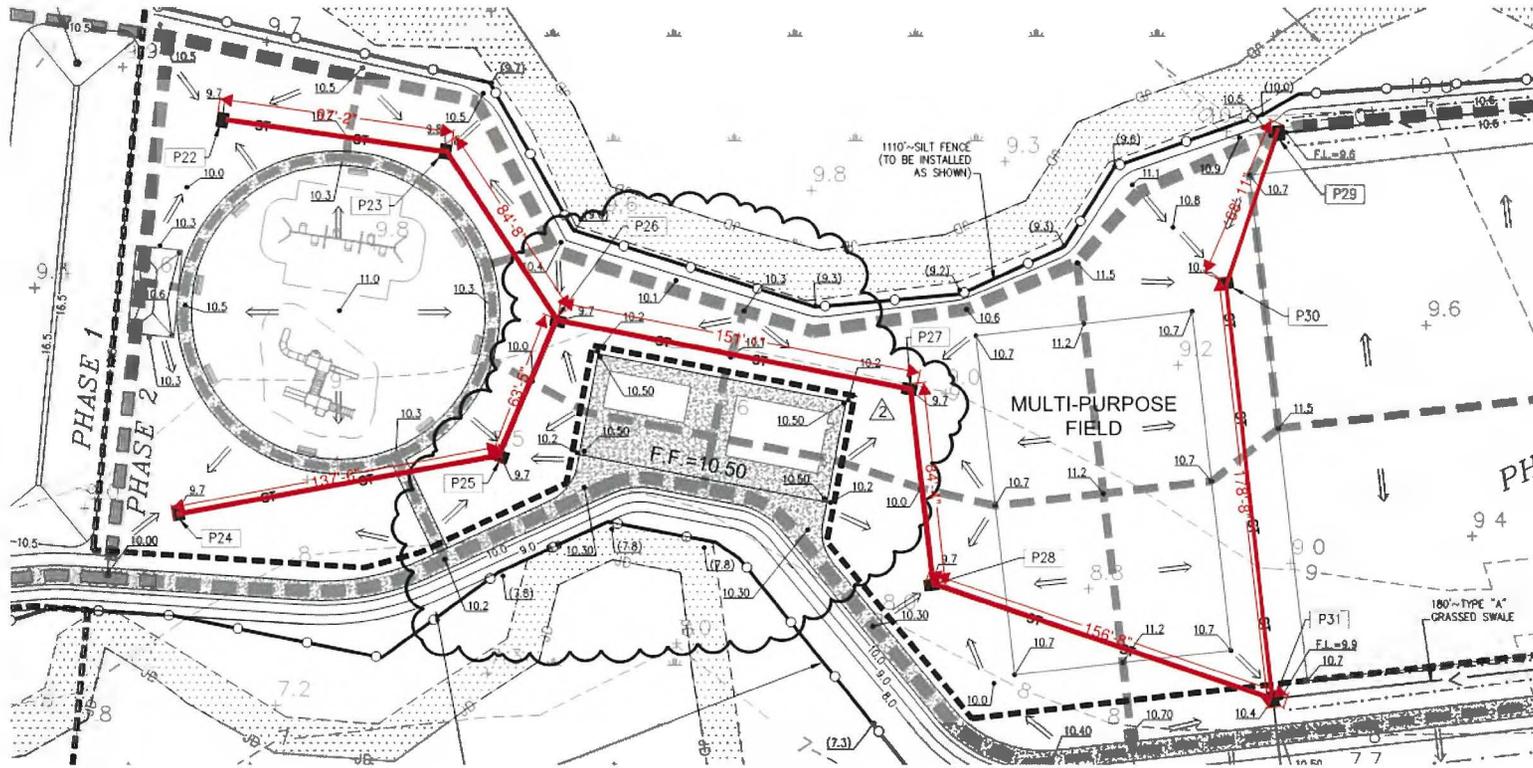
Sitework Scope – Furnish and install the following piping (12" or 15") and structures:

Sheet C93 – P29 (69'), P30 (179') and tie into existing P31.

Sheet C93 – P22 (97'), P23 (85'), P24 (138'), P25 (64'), P26 (152'), P27 (85'), P28 (156') and tie into existing P31.

DS
M+

4/5/2022



Pipe Table				
Pipe Name	Size	TYPE	Length	Slope
P1 TYPE C INLET-P2 TYPE C INLET	15"	RCP	170'	0.32%
P2 TYPE C INLET-P3 TYPE C INLET	15"	RCP	161'	0.25%
P3 TYPE C INLET-P8 TYPE C INLET	15"	RCP	77'	0.39%
P4 TYPE C INLET-P5 TYPE C INLET	15"	RCP	169'	0.32%
P5 TYPE C INLET-P6 TYPE C INLET	15"	RCP	161'	0.28%
P6 TYPE C INLET-P7 18" MES	18"	RCP	85'	0.59%
P10 TYPE C INLET-P11 TYPE C INLET	15"	PP	100'	0.25%
P11 TYPE C INLET-P12 TYPE C INLET	15"	PP	141'	0.28%
P12 TYPE C INLET-P14 TYPE C INLET	15"	PP	40'	0.38%
P13 18" AREA DRAIN-P14 TYPE C INLET	12"	PP	96'	0.42%
P14 TYPE C INLET-P15 TYPE C INLET	18"	PP	161'	0.22%
P15 TYPE C INLET-P16 18" MES	18"	PP	144'	0.28%
P17 TYPE C INLET-P18 18" MES	18"	PP	87'	0.35%
P19 36" MES-P20 36" MES	36"	RCP	86'	0.00%
P22 18" AREA DRAIN-P23 18" AREA DRAIN	12"	PP	83'	0.32%
P23 18" AREA DRAIN-P26 18" AREA DRAIN	12"	PP	85'	0.47%
P24 18" AREA DRAIN-P25 18" AREA DRAIN	12"	PP	135'	0.33%
P25 18" AREA DRAIN-P26 18" AREA DRAIN	12"	PP	59'	1.26%
P26 18" AREA DRAIN-P27 TYPE C INLET	12"	PP	147'	0.37%
P27 TYPE C INLET-P28 TYPE C INLET	15"	PP	80'	0.31%

Pipe Table				
Pipe Name	Size	TYPE	Length	Slope
P28 TYPE C INLET-P31 TYPE E INLET	15"	PP	149'	0.34%
P29 TYPE C INLET-P30 TYPE C INLET	15"	PP	66'	0.23%
P30 TYPE C INLET-P31 TYPE E INLET	15"	PP	173'	0.23%
P31 TYPE E INLET-P32 24" MES	24"	PP	59'	0.17%
P33 TYPE C INLET-P34 15" MES	15"	PP	60'	0.33%
P35 TYPE C INLET-P36 TYPE C INLET	15"	RCP	127'	0.56%
P36 TYPE C INLET-P37 TYPE C INLET	15"	RCP	97'	0.57%
P37 TYPE C INLET-P41 TYPE C INLET	15"	RCP	99'	0.30%
P38 TYPE C INLET-P39 TYPE C INLET	15"	RCP	102'	0.63%
P39 TYPE C INLET-P40 TYPE C INLET	15"	RCP	95'	0.63%
P40 TYPE C INLET-P41 TYPE C INLET	15"	RCP	77'	0.39%
P41 TYPE C INLET-P42 15" MES	15"	RCP	75'	1.07%
P43 18" AREA DRAIN-P44 18" AREA DRAIN	12"	PP	92'	0.33%
P44 18" AREA DRAIN-P47 TYPE C INLET	12"	PP	42'	0.48%
P45 TYPE C INLET-P46 TYPE C INLET	18"	PP	145'	0.28%
P46 TYPE C INLET-P47 TYPE C INLET	18"	PP	93'	0.32%
P47 TYPE C INLET-P48 TYPE C INLET	18"	PP	166'	0.54%
P48 TYPE C INLET-P49 24" MES	24"	PP	135'	0.15%

ds
 4/5/2022

Thanks,
James

From: James Durkin
Sent: Monday, February 21, 2022 2:39 PM
To: Ashley Laney <ashley@laneyllc.com>
Cc: Gerald Gribbin <ggribbin@auld-white.com>
Subject: 1748 Tributary Regional Park - Drainage

Ashley,

Please view the attached Tributary Regional Park Drainage Drawings. I am sending these due to the file size.

Thanks
James

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

5

SUPPLEMENTAL ENGINEER'S REPORT

Series 2022A Bonds

(Units 8, 10 and 15)

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Prepared for:

**BOARD OF SUPERVISORS
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

April 21, 2022

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 4th quarter of 2022. Unit 6 is cleared and graded, and utilities are being installed with completion of Unit 6 anticipated in 3rd quarter of 2022.

Clearing activities in Unit 8 planned for seventy-nine (79) units is currently underway.

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 2022A 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 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 2022 Project**"). The legal description of the assessment area associated with Units 8, 10 and 15 planned for 257 residential units (the "Series 2022 Assessment Area") is provided in Appendix A as Exhibit 2. The Series 2022 Assessment Area is depicted on Exhibit 3.

portions of the Improvement Plan not funded by the 2019 Series and 2021 Series Bonds.

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'	59
	60'	63
15	70'	56
TOTAL		257

A summary of the cost for the Series 2022 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 2022 Project improvements that will be financed through issuance of the Series 2022A Bonds..

Table 2

<u>Improvement Description</u>	Estimated Cost
Stormwater Management System	\$ 6,579,000
Roadway Improvements	\$ 3,672,000
Water, Sewer and Reuse Systems	\$ 5,049,000
SERIES 2022 PROJECT TOTAL	\$15,300,000.00

A description of the improvements that make up the Series 2022 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 CountyDRC	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	40%	X	X	X	X	N/A
NeighborhoodPocket Parks	0%	N/A	X	X	N/A	N/A
Amenity Center	10%	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	70%	X	X	X	X	N/A
Neighborhood 5	0%	X	X	X	X	N/A
Neighborhood 6	25%	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 2022 Assessment Area which consists of Units 8, 10 and 15 planned for 257 residential units within the District.

**Table 4
Three Rivers CDD
Series 2022 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	N/A	X	S	S	X	N/A
Neighborhood 15	N/A	X	S	S	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 – Permit received. Project is under construction. Anticipated completion is 3rd quarter of 2022.

Regional County Park – Phase 1 is permitted and under construction. 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 – The Master Plan Design for the dog park is complete. Site clearing and sitework is complete. The remaining features: fencing, signage and landscaping to be completed by 2nd quarter of 2022.

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.

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 2022 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.

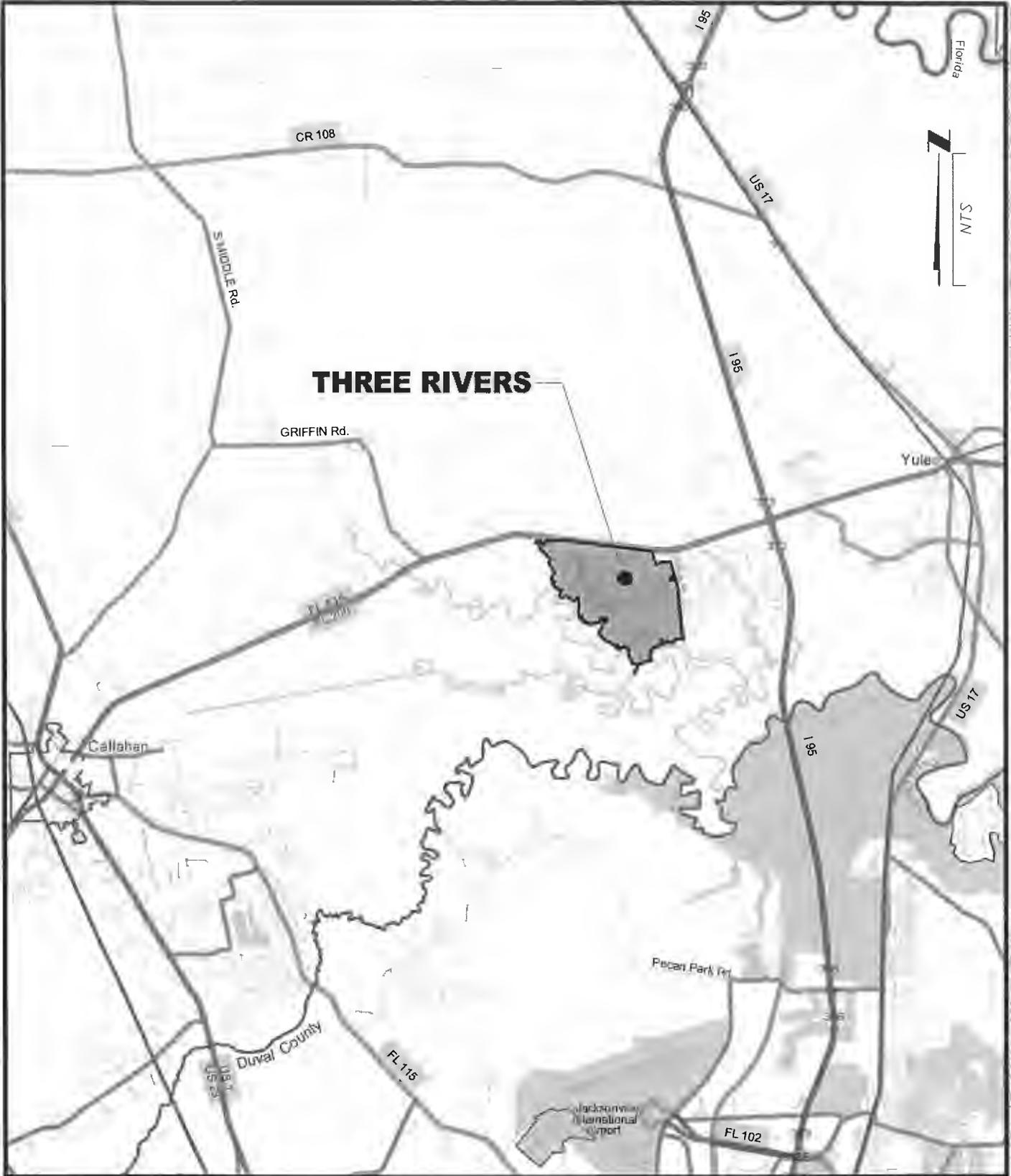
I hereby certify that the foregoing is a true and correct copy of the Phase 1B Supplemental Engineer's Report.

Scott A. Wild, P.E.
Florida Registration No. 47030
England-Thims & Miller, Inc.

APPENDIX

Exhibit Number

- | | |
|---|---|
| 1 | Location Map |
| 2 | Series 2022 Assessment Area Legal Description |
| 3 | Series 2022 Assessment Area |



THREE RIVERS

GRIFFIN Rd.

Callahan

Duval County

FL 115

Pecan Park Pk

Jacksonville International Airport

FL 102

Yule



Florida

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

GENERAL LOCATION

**Three Rivers Community
 Development District**

ETM NO. 21-223

DRAWN BY: MAJ

DATE: 02/11/2022

EXHIBIT 1

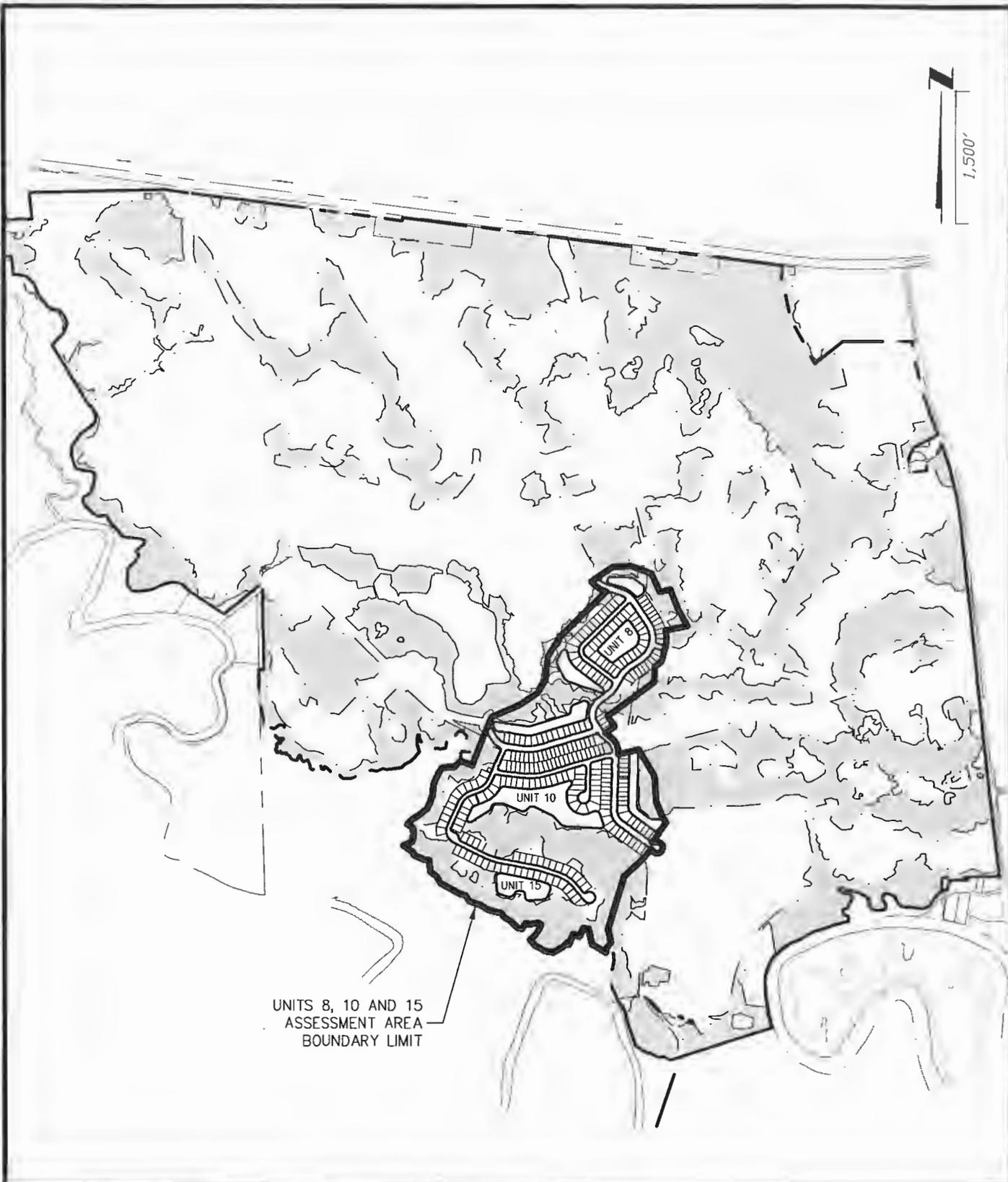
A PORTION OF SECTION 15 AND A PORTION OF THE W. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

 <p>VISION - EXPERIENCE - RESULTS ENGLAND - THIMS & MILLER, INC.</p> <p>14775 Old St. Augustine Road, Jacksonville, FL 32258 TEL: (904) 642-8990, FAX: (904) 646-9485 REG - 2584 LC - 0000316</p>	<p>UNITS 8, 10 AND 15 LEGAL DESCRIPTION</p> <p>Three Rivers Community Development District</p>	ETM NO. 21-223
		DRAWN BY: MAJ
		DATE: 02/11/2022
		EXHIBIT 2

P:\021\21-15 - LandDev\Design\Plots\Exhibits\21-223-PLA-E-2.dwg
 T:\0111: February 11, 2022 - 9:27 AM, Br. Mark Jeter



UNITS 8, 10 AND 15
ASSESSMENT AREA
BOUNDARY LIMIT

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 - 2544 LIC - 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

14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 REG - 2544 LIC - 0000316
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 REG - 2544 LIC - 0000316



PHASE 2
BOUNDARY LIMIT

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

I:\2021\21-223\21-223-PLATE 4.dwg 01/11/2022 9:38 AM ET Miller

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6

Three Rivers

COMMUNITY DEVELOPMENT DISTRICT

Series 2022A Bonds
Supplemental Special Assessment
Methodology Report

April 21, 2022



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

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1.0 Introduction

1.1 Purpose

This Series 2022A Bonds Supplemental Special Assessment Methodology Report (the “Series 2022A Report”) was developed to supplement the South Assessment Area Final Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) dated August 12, 2021 and the First Amendment to the Master and Neighborhood Special Assessment Methodology Report (the “First Amendment to the Master Report”) dated March 29, 2022. The Series 2022A Report was also developed to provide a supplemental financing plan and a supplemental special assessment methodology for Units 8, 10 and 15 of Phase 1B (defined below) portion of the Three Rivers Community Development District (the “District”), located in unincorporated Nassau County, Florida, as related to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District for the Series 2022A Project (defined below) with proceeds of its proposed Special Assessment Bonds, Series 2022A-1 (the “Series 2022A-1 Bonds”) and Special Assessment Bonds, Series 2022A-2 (the “Series 2022A-2 Bonds” and cumulatively with the Series 2022A-1 Bonds the “Series 2022A Bonds”).

1.2 Scope of the Series 2022A Report

This Series 2022A Report presents the projections for financing the Series 2022A Project described in the Supplemental Engineer’s Report Series 2022A Bonds (Units 8, 10, and 15) prepared by England-Thims & Miller, Inc. (the “District Engineer”) and dated April 21, 2022 (the “Series 2022A District Engineer’s Report”). This Series 2022A 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 the Series 2022A Project to residential lots projected to be developed within the Units 8, 10, and 15 (the “Series 2022A Assessment Area”).

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded in part by the District as part of the Series 2022A Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the Series 2022A Assessment Area, as well as general benefits to properties outside of the Series 2022A Assessment Area and to the public at large. However, as discussed within this Series 2022A Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the Series 2022A Assessment Area, as the Series 2022A Project enables properties within the boundaries of the Series 2022A Assessment Area to be developed.

There is no doubt that the general public and owners of property outside of the Series 2022A Assessment Area will benefit from the provision of the

Series 2022A Project. However, these benefits are only incidental since the Series 2022A Project is designed solely to provide special benefits peculiar to property within the Series 2022A Assessment Area. Properties outside of the Series 2022A Assessment Area are not directly served by the District and do not depend upon the Series 2022A Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties located within the boundaries of the Series 2022A Assessment Area receive compared to those lying outside of the boundaries of the Series 2022A Assessment Area.

The Series 2022A Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Series 2022A Assessment Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Series 2022A Assessment Area to increase by more than the sum of the financed cost of the individual components of the Series 2022A Project. Even though the exact value of the benefits provided by the Series 2022A Project 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 2022A Report

Section Two describes the development program for the land within the Series 2022A Assessment Area as proposed by the Developer, as defined below.

Section Three provides a summary of the Series 2022A Project as determined by the District Engineer.

Section Four discusses the financing program for the Series 2022A Project.

Section Five introduces the supplemental special assessment methodology for the Series 2022A Assessment Area.

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 currently projected to be conducted in three (3) phases referred to as Phase 1A, Phase 1B, and Phase 2. The development of Phase 1A, currently planned

to be developed with a total of 654 residential dwelling units within Units 1-7, has been partially completed and the District funded a portion of the costs of the public capital improvements needed for the development of Phase 1A in part with proceeds bonds issued in 2019 and 2021.

The development of Phase 1B, currently planned to be developed with a total of 722 residential dwelling units within Units 8, 10, 12 14 and 15, has already commenced and the District funded a portion of the costs of the public capital improvements needed for the development of Phase 1B in part with proceeds bonds issued in 2021 (the "Series 2021B Bonds"). The development of land within the Series 2022A Assessment Area has and will continue to be conducted within Units 8, 10 and 15 and the current development plan envisions the development of a total of 257 single-family residential units, will although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for the Series 2022A Assessment Area.

3.0 The Series 2022A Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the Project Engineer in the South Assessment Area 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 2022A Project

As described by the District Engineer in his Series 2022A District Engineer's Report as well as previously described in the First Amendment to the Master Report, the public capital infrastructure 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.

The Neighborhood Infrastructure needed to support the development of land within the Series 2022A Assessment Area, which is referred to herein as the Series 2022A Project, is projected to generally consist of stormwater management, roadways, and water, sewer and reuse water utilities, the total costs of which have been estimated by the District Engineer at \$15,300,000. Table 2 in the *Appendix* illustrates the specific components as well as the estimated costs of the Series 2022A Project, including utilizing in accordance with the improvement types used in the benefit analysis in the First Amendment to the Master Report, that is stormwater management, transportation, and utilities, that the improvements which are part of the Series 2022A Project fit into. Please note that the Master

Infrastructure for the Phase 1B was previously funded in part with proceeds of the Series 2021B Bonds.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the Series 2022A Assessment Area. It is the District's intention to finance a portion of the costs of the Series 2022A Project with proceeds of the Series 2022A-1 Bonds in the estimated principal amount of \$6,430,000 and proceeds of the Series 2022A-2 Bonds in the estimated principal amount of \$8,105,000. The Series 2022A Bonds are projected to cumulatively finance infrastructure construction/acquisition costs in the estimated amount of \$9,055,097.01.

As the Series 2022A Bonds will finance only a portion of the costs of the Series 2022A Project, the balance of the costs of the Series 2022A Project in the estimated amount of \$6,244,902.99 are projected to be contributed by the Developer.

4.2 Types of Bonds

The supplemental financing plan for the Series 2022A Assessment Area provides for the issuance of the Series 2022A Bonds in the estimated cumulative principal amount of \$14,535,000 to finance construction/acquisition costs in the estimated amount of \$9,055,097.01 together with associated costs of bonding, as well as funding partial redemption of the Series 2021B Bonds in the estimated amount of \$3,949,204.99.

The Series 2022A-1 Bonds as projected under this supplemental financing plan would be structured to be repaid in thirty annual principal installments following an approximately 6-month capitalized interest period. Interest payments on the Series 2022A-1 Bonds would be made every May 1 and November 1, which the principal payments on the Series 2022A-1 Bonds would be made on either every May 1 or November 1.

The Series 2022A-2 Bonds as projected under this supplemental financing plan would be structured to be repaid in one principal installment at the end of a ten-year interest only payment period and following an approximately 6-month capitalized interest period. Interest payments on the Series 2022A-2 Bonds would be made every May 1 and November 1 and Series 2022A-2 Bonds are expected to be prepaid from proceeds of assessment prepayments made by the Developer at the time of sale of lots to homebuilders.

In order to finance a portion of the costs of the Series 2022A Project and other costs, including the partial redemption of the Series 2021B Bonds, the District would need to borrow more funds and incur indebtedness in the total amount of \$14,535,000. The difference between the Series 2022A

Project costs and financing costs is comprised of funding for the debt service reserve, capitalized interest, underwriter's discount and costs of issuance, as the funding of the partial redemption of the Series 2021B Bonds. The preliminary sources and uses of funding for the Series 2022A Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2022A Bonds provides the District with a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the Series 2022A Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Series 2022A District Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the Series 2022A Assessment Area and general benefits accruing to areas outside of the Series 2022A Assessment Area 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 2022A Project. All properties within the Series 2022A Assessment Area that receive special benefits from the Series 2022A Project will be assessed for their fair share of the debt issued in order to finance the Series 2022A Project.

5.2 Benefit Allocation and Assessment Apportionment

The public infrastructure improvements included in the Series 2022A Project will comprise an interrelated system of improvements. This means that the sum of the improvements that comprise the Series 2022A Project will serve all properties within the Series 2022A Assessment Area and 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. All of the land within the Series 2022A Assessment Area will benefit from each infrastructure improvement category, as the improvements provide basic master infrastructure to all land within the Series 2022A Assessment Area and benefit all land within the Series 2022A Assessment Area as an integrated system of improvements.

The public infrastructure improvements included in the Series 2022A Project have a logical connection to the special and peculiar benefits received by the land within the Series 2022A Assessment Area, as without such improvements, the development of the properties within the South Series 2022A Assessment Area would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the Series 2022A Assessment Area, 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 benefit allocation developed in the First Amendment to the Master Report, the benefit associated with the Series 2022A Project is proposed to be allocated in proportion to the density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU") for the transportation and utilities or Equivalent Benefit Unit ("EBU") for stormwater. Table 4 in the *Appendix* illustrates the ERU/EBU factors that are proposed to be assigned to the land uses contemplated to be developed within the Series 2022A Assessment Area in following the methodology developed in the First Amendment to the Master Report, as well shares of each improvement type, as the ERU/EBU factors are not identical for each improvement type and a derivation of a Weighted Average ERU is necessary to accurately reflect the appropriate benefit as measured by the Weighted Average ERU derived from the whole Series 2022A Project by the different types of land uses contemplated to be developed within the Series 2022A Assessment Area. Utilizing the Weighted Average ERU factors, the bottom portion of Table 4 illustrates the allocation of the costs of the Series 2022A Project to the different land uses.

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 2022A 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, 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 2022A Project.

In order to facilitate the marketing of the residential units within the Series 2022A Assessment Area, the Developer requested that the District limit the amounts of annual assessments for debt service on the Series 2022A Bonds to certain predetermined levels. Table 5 in the *Appendix* presents the allocation of the Series 2022A Project costs based on the Weighted Average ERU benefit allocation factors present in Table 4 in the *Appendix*. Further, Table 5 illustrates the approximate costs of the Series 2022A Project that are projected to be financed with proceeds of the Series 2022A-1 Bonds, Series 2022A-2 Bonds and the approximate costs of the Series 2022A Project to be contributed by the Developer. In order to accomplish that goal, the Developer will contribute infrastructure improvements valued at an estimated amount of \$6,244,902.99 as indicated in Table 5.

Finally, Table 6 in the *Appendix* illustrates that the apportionment of the special assessments related to the Series 2022A-1 Bonds (the "Series

2022A-1 Bond Assessments”) and special assessments related to the Series 2022A-2 Bonds (the “Series 2022A-2 Bond Assessments” and cumulatively with the Series 2022A-1 Bond Assessments the “Series 2022A Bond Assessments”).

5.3 Assigning Series 2022A Bond Assessments

As the land in the Series 2022A Assessment Area is not yet platted for its intended final use and the precise location of the different products by lot or parcel is unknown, the Series 2022A Bond Assessments will initially be levied on all of the land within Series 2022A Assessment Area on an equal per gross acre basis and thus Series 2022A Bond Assessments in the estimated total amount of \$14,535,000 will initially be levied on approximately 160 +/- acres at a rate of \$90,843.75.

When the land within the Series 2022A Assessment Area is platted, the Series 2022A Bond Assessments will be allocated to each platted residential parcel on a first platted-first assigned basis as reflected in Table 6 in the *Appendix*. Such allocation of the Series 2022A Bond Assessments from unplatted gross acres will reduce the amount of the Series 2022A Bond Assessments levied on unplatted gross acres within the Series 2022A Assessment Area.

Further, to the extent that any parcel of land within the Series 2022A Assessment Area which has not been platted is sold to another developer or builder, the Series 2022A 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 2022A 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 the Series 2022A Assessment Area. Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the assessable property within the Series 2022A Assessment Area. 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 2022A Project make the land in the Series 2022A Assessment Area developable and saleable and when implemented jointly as parts of the Series 2022A 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 improvements is delineated in Table 4 in the *Appendix*.

The determination has been made that the duty to pay the non-ad valorem special assessments, including the Series 2022A 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 Series 2022A Project (and the corresponding responsibility to pay the Series 2022A 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 the Series 2022A Assessment Area 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 2022A Bond Assessments on a per unit basis never exceeds the initially allocated assessment as illustrated in Table 6 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 land uses within each and every parcel.

As the land in the Series 2022A Assessment Area is platted, the Series 2022A Bond Assessments are assigned to platted parcels based on the figures in Table 6 in the *Appendix*. If as a result of platting, the Series 2022A Bond Assessments for land that remains unplatted remain equal to the figures in Table 6, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Series 2022A Bond Assessments to the platted parcels, the Series 2022A Bond Assessments for land that remain unplatted equal less than the figures in Table 6 (either as a result of a larger number of units, different units or both), then the Series 2022A Bond Assessments for all parcels within the Series 2022A

Assessment Area will be lowered if that state persists at the conclusion of platting of all land within the Series 2022A Assessment Area.

If, in contrast, as a result of platting and apportionment of the Series 2022A Bond Assessments to the platted parcels within the Series 2022A Assessment Area, the Series 2022A Bond Assessments for land that remains unplatted¹ equal more than the figures in Table 6 (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 2022A 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 2022A Bond Assessments per unit and the Series 2022A Bond Assessments illustrated in Table 6 plus accrued interest to the next succeeding interest payment date on the Series 2022A 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 the Series 2022A Assessment Area, 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 2022A Bond Assessments for land that remains unplatted within the Series 2022A Assessment Area remain equal to the figures illustrated in Table 6. 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 2022A Bond Assessments transferred at sale.

Note that, in the event that the Series 2022A Project is not completed, certain contributions are not made, or under certain other circumstances, the District may be required to reallocate the Series 2022A Bond Assessments.

¹ For example, if the first platting includes 50 SF 60’ units, then the remaining unplatted land within the Series 2022A Assessment Area would be required to be developed with 109 SF 50’ units, 42 SF 60’ units, and 56 SF 70’ units and absorb an estimated \$11,606,527.77 in Series 2022A Bond Assessments. If the remaining unplatted land would only be able to be developed with a total of 109 SF 50’ units, 41 SF 60’ units, and 56 SF 70’ units and absorb an estimated \$11,547,958.33 in Series 2022A Bond Assessments, then a true-up, payable by the owner of the land would be due in the estimated amount of \$58,569.44.

5.7 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Series 2022A Bond Assessments in the estimated amount of \$14,535,000 are proposed to be levied 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 Series 2022A Project. 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 bond 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 the Series 2022A Assessment Area

Land Use	Unit 8 Number of Units	Unit 10 Number of Units	Unit 15 Number of Units	Total Number of Units
SF 50'	50	59	0	109
SF 60'	29	63	0	92
SF 70'	0	0	56	56
Total	79	122	56	257

Table 2

Three Rivers

Community Development District

Series 2022A Project Costs

Improvement Category	Improvement Type	Nighborhood Infrastructure Costs	Total Infrastructure Cost
Stormwater Management System	Stormwater	\$6,579,000	\$6,579,000
Roadway Improvements	Transportation	\$3,672,000	\$3,672,000
Water, Sewer and Reuse Systems	Utilities	\$5,049,000	\$5,049,000
Total		\$15,300,000	\$15,300,000

Improvement Type	Nighborhood Infrastructure Costs	Percent of Total	Total Infrastructure Cost
Stormwater	\$6,579,000	43.0000%	\$6,579,000
Transportation	\$3,672,000	24.0000%	\$3,672,000
Utilities	\$5,049,000	33.0000%	\$5,049,000
Total	\$15,300,000	100.0000%	\$15,300,000

Table 3

Three Rivers

Community Development District

Series 2022A-1 and 2022A-2 Bonds - Preliminary Sources and Uses of Funds

	Series 2022A-1 Bonds	Series 2022A-2 Bonds	Total Series 2022A Bonds
Sources			
Bond Proceeds:			
Par Amount	\$6,430,000.00	\$8,105,000.00	\$14,535,000.00
Total Sources	\$6,430,000.00	\$8,105,000.00	\$14,535,000.00
Uses			
Project Fund Deposits:			
Project Fund	\$5,683,832.00	\$3,371,265.01	\$9,055,097.01
Other Fund Deposits:			
Debt Service Reserve Fund	\$395,038.00	\$364,725.00	\$759,763.00
Capitalized Interest Fund	\$135,030.00	\$170,205.00	\$305,235.00
Series 2021B Bond Redemption	\$0.00	\$3,949,204.99	\$3,949,204.99
Delivery Date Expenses:			
Costs of Issuance	\$87,500.00	\$87,500.00	\$175,000.00
Underwriter's Discount	\$128,600.00	\$162,100.00	\$290,700.00
Total Uses	\$6,430,000.00	\$8,105,000.00	\$14,535,000.00

Table 4

Three Rivers

Community Development District

Series 2022A Project Benefit Allocation

Land Use	EBU for Stormwater	ERU for Transportation	ERU for Utilities	Weighted Average ERU
SF 50'	1.000000	1.000000	1.000000	1.000000
SF 60'	1.482353	1.200000	1.000000	1.2554118
SF 70'	2.058824	1.400000	1.000000	1.5512941
Percent of Total	43.0000%	24.0000%	33.0000%	

Land Use	Total Number of Units	Weighted Average ERU	Total Weighted Average ERU	Total Series 2022A Project Benefit Allocation	Series 2022A Project Benefit Allocation per Unit
SF 50'	109	1.0000000	109.000000	\$5,356,001.25	\$49,137.63
SF 60'	92	1.2554118	115.497882	\$5,675,291.77	\$61,687.95
SF 70'	56	1.5512941	86.872471	\$4,268,706.98	\$76,226.91
Total	257		311.370353	\$15,300,000.00	

Table 5

Three Rivers

Community Development District

Total Series 2022A Project Cost Allocation

Land Use	Total Number of Units	Total Series 2022A Project Benefit Allocation	Total Series 2022A Project Contributed by the Developer	Total Series 2022A Project Financed with Series 2022A-1 Bonds	Total Series 2022A Project Financed with Series 2022A-2 Bonds
SF 50'	109	\$5,356,001.25	\$1,922,525.13	\$2,305,399.48	\$1,128,076.63
SF 60'	92	\$5,675,291.77	\$2,335,098.85	\$2,075,564.55	\$1,264,628.36
SF 70'	56	\$4,268,706.98	\$1,987,279.00	\$1,302,867.97	\$978,560.02
Total	257	\$15,300,000.00	\$6,244,902.99	\$5,683,832.00	\$3,371,265.01

Table 6

Three Rivers

Community Development District

Series 2022A-1 Bond Assessments Apportionment

Land Use	Total Number of Units	Total Series 2022A Project Financed with Series 2022A-1 Bonds	Total Series 2022A-1 Bond Assessments	Series 2022A-1 Bond Assessments per Unit	Series 2022A-1 Bond Assessment Annual Debt Service per Unit*	Series 2022A-1 Bond Assessment Annual Debt Service per Unit**
SF 50'	109	\$2,305,399.48	\$2,608,050.11	\$23,927.07	\$1,470.00	\$1,563.83
SF 60'	92	\$2,075,564.55	\$2,348,042.67	\$25,522.20	\$1,568.00	\$1,668.09
SF 70'	56	\$1,302,867.97	\$1,473,907.22	\$26,319.77	\$1,617.00	\$1,720.21
Total	257	\$5,683,832.00	\$6,430,000.00			

* Principal and interest only

** Payment includes costs of collection

Series 2022A-2 Bond Assessments Apportionment

Land Use	Total Number of Units	Total Series 2022A Project Financed with Series 2022A-2 Bonds	Total Series 2021B Bond Redemption Financed with Series 2022A-2 Bonds	Total Series 2022A-2 Bond Assessments	Series 2022A-2 Bond Assessments per Unit	Series 2022A-2 Bond Assessment Annual Interest Payment per Unit*
SF 50'	109	\$1,128,076.63	\$1,321,464.15	\$2,712,056.48	\$24,881.25	\$1,119.66
SF 60'	92	\$1,264,628.36	\$1,481,425.11	\$3,040,346.23	\$33,047.24	\$1,487.13
SF 70'	56	\$978,560.02	\$1,146,315.73	\$2,352,597.29	\$42,010.67	\$1,890.48
Total	257	\$3,371,265.01	\$3,949,204.99	\$8,105,000.00		

* Interest only

Exhibit "A"

Series 2022A Bond Assessments in the estimated amount of \$14,535,000 is proposed to be levied on an equal pro-rata gross acre basis on the land described as follows, which constituted the Series 2022A 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, 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.



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**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

PLOTTED: February 11, 2022 - 9:27 AM, By: Mark Jeter
I:\2021\21-131\LandDev\Design\Plots\Exhibits\21-223-PLATE 2.dwg

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2022-06

A RESOLUTION OF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2019-26 BY AUTHORIZING THE ISSUANCE OF ITS THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022A-1 AND SERIES 2022A-2 (COLLECTIVELY, THE “SERIES 2022A BONDS”) IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$17,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS AND REFUNDING A PORTION OF THE OUTSTANDING THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA); DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE ISSUER, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO MBS CAPITAL MARKETS, LLC, BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH SERIES 2022A BONDS; MAKING CERTAIN FINDINGS; APPROVING THE FORM OF SAID BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2022A BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Three Rivers Community Development District (the “Issuer”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance 2018-47 enacted by the Board of County Commissioners of Nassau County, Florida on January 14, 2019, and effective on January 17, 2019 (the “Ordinance”), and is authorized by the Act and the Ordinance to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the Issuer is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by imposing, levying and collecting special

assessments on property located within the Issuer and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the Issuer pursuant to its Resolution No. 2019-26 adopted on February 8, 2019 (the “Original Resolution”), authorized the issuance of not to exceed \$179,515,000 aggregate principal amount of its Three Rivers Community Development District Special Assessment Bonds in one or more series (collectively, the “Bonds”) for the purposes set forth in said Original Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the Original Resolution; and

WHEREAS, the Bonds were validated by the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Nassau County, Florida in a final judgment rendered on April 15, 2019, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution No. 2019-44 adopted on September 9, 2019, and the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of September 1, 2019, the Issuer has previously issued its \$16,170,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A-1, and its \$1,575,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A-2; and

WHEREAS, pursuant to the Original Resolution, as supplemented by Resolution No. 2021-02 adopted on November 19, 2020, and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated February 1, 2021, the Issuer has previously issued its \$3,680,000 Three Rivers Community Development District Special Assessment Bonds, Series 2021B;

WHEREAS, pursuant to the Original Resolution, as supplemented by Resolution No. 2021-08 adopted on July 15, 2021, and the Master Indenture, as supplemented by a Third Supplemental Trust Indenture dated August 1, 2021, the Issuer has previously issued its \$10,000,000 Three Rivers Community Development District Special Assessment Bonds, Series 2021B (South Assessment Area); and

WHEREAS, the Issuer now desires to supplement the Original Resolution to authorize the issuance of and award the sale of its Special Assessment Bonds, Series 2022A-1 (the “Series 2022A-1 Bonds”) and Series 2022A-2 (the "Series 2022A-2 Bonds," and collectively with the Series 2022A-1 Bonds, the "Series 2022A Bonds"), in an aggregate principal amount not exceeding \$17,000,000, to approve the Fourth Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Series 2022A Bonds; and

WHEREAS, the Board of Supervisors of the Issuer (the “Board”) has received from MBS Capital Markets, LLC (the “Underwriter”) a proposal in the form of a Bond Purchase Agreement (the “Contract”) for the purchase of the Series 2022A Bonds, and the Board has determined that acceptance of such proposal and the sale of the Series 2022A Bonds to the Underwriter is in the best interest of the Issuer for the reasons hereafter indicated.

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

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the Series 2022A Bonds in an aggregate principal amount not to exceed \$17,000,000. The Series 2022A Bonds shall be issued under, and secured by, that Master Trust Indenture, dated as of September 1, 2019 (the “Master Indenture”) as supplemented by that Fourth Supplemental Trust Indenture (the “Fourth Supplemental Indenture”), each by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) (the Master Indenture and the Fourth Supplemental Indenture are referred to collectively as the “Indenture”). The proceeds of the Series 2022A Bonds shall be used for the purposes set forth in the Fourth Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Fourth Supplemental Indenture. The Fourth Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Fourth Supplemental Indenture on behalf of and in the name of the Issuer and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under the Fourth Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2022A Bonds to the Underwriter is in the best interest of the Issuer because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the Issuer’s ability to issue and deliver the Series 2022A Bonds at presently favorable interest rates, and because the nature of the security for the Series 2022A Bonds and the sources of payment of debt service on the Series 2022A Bonds require the participation of an underwriter in structuring the bond issue, and further determines that the Issuer will not be adversely affected if the Series 2022A Bonds are not sold pursuant to a public sale.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chair or Vice Chair of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chair; provided that (i) the aggregate principal amount of the Series 2022A Bonds shall not exceed \$17,000,000; (ii) the average interest rate on the Series 2022A Bonds will not exceed the maximum rate permitted by Section 218.84, *Florida Statutes*; (iii) the Underwriter's discount for the Series 2022A Bonds shall not exceed two percent (2%) of the principal amount of the Series 2022A Bonds; and (iv) the Series 2022A Bonds shall be subject to optional redemption as provided in the Contract; and (v) the final maturity of the Series 2022A Bonds shall be no later than November 1, 2053 or as provided by law.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Issuer hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the “Preliminary Limited Offering

Memorandum”) and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Series 2022A Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chair or Vice Chair is hereby authorized to approve such insertions, changes and modifications, and, the Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum “final” within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2022A Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2022A Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the Series 2022A Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair. The execution and delivery of the Limited Offering Memorandum by the Chair shall constitute evidence of the approval thereof. The Issuer hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2022A Bonds.

SECTION 7. Form of Series 2022A Bonds. The Series 2022A Bonds shall be in substantially the form as set forth in the exhibit to the Fourth Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Series 2022A Bonds shall approve, such approval to be conclusively evidenced by the execution of the Series 2022A Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the Issuer seal on the Series 2022A Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the “Disclosure Document”) relating to the Series 2022A Bonds in substantially the form attached hereto as **Exhibit D** is hereby approved. Wrathell, Hunt and Associates, LLC, is hereby approved as the Dissemination Agent under the Disclosure Document. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the Issuer the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Application of Series 2022A Bond Proceeds. Proceeds of the Series 2022A Bonds shall be applied as provided in the Fourth Supplemental Indenture.

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2022A Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chair, the Vice Chair, the Secretary, any Assistant Secretary and the District Manager of the Issuer, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Kutak Rock, LLP, as the Issuer’s Counsel, and any other consultant or experts retained by the Issuer, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2022A Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 12. Other Agreements and Reports. The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners or developers of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the Series 2022A Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2022A Bonds and the consummation of all transactions in connection therewith.

SECTION 13. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the Issuer in furtherance of the issuance of the Series 2022A Bonds are hereby approved, confirmed and ratified.

SECTION 14. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 15. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 16. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ____ day of April, 2022.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair

[SEAL]

Attest:

By: _____
Secretary

Exhibits

- A-Fourth Supplemental Indenture
- B-Bond Purchase Agreement
- C-Preliminary Limited Offering Memorandum
- D-Continuing Disclosure Agreement

A-Fourth Supplemental Indenture

FOURTH SUPPLEMENTAL TRUST INDENTURE
BETWEEN
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
AND
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of April 1, 2022

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Fourth Supplemental Trust Indenture.

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Exhibit “A” Description of the Capital Improvement Plan and the Series 2022A Project

Exhibit “B” Forms of the Series 2022A Bonds

Exhibit “C” Form of 2022A Acquisition and Construction Account Requisition

FOURTH SUPPLEMENTAL TRUST INDENTURE

THIS FOURTH SUPPLEMENTAL TRUST INDENTURE (the “Fourth Supplemental Indenture”) dated as of April 1, 2022, from **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida (the “Issuer”) to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the “Trustee”), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

WHEREAS, the Issuer has entered into a Master Trust Indenture dated as of September 1, 2019 (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor trustee to U.S. Bank National Association, to secure the issuance of its Three Rivers Community Development District Special Assessment Bonds (the “Bonds”), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution 2019-26 adopted by the Board of Supervisors of the Issuer (the “Board”) on February 8, 2019 (the “Bond Resolution”), the Issuer has authorized the issuance of its not exceeding \$179,515,000 Three Rivers Community Development District Special Assessment Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Clay, Duval and Nassau Counties in a final judgment rendered on April 15, 2019, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2019-44 adopted on September 9, 2019, and the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of September 1, 2019, the Issuer has previously issued its \$16,170,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A-1, and its \$1,575,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A-2; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2021-02 adopted on November 19, 2020, and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated February 1, 2021, the Issuer has previously issued its \$3,680,000 Three Rivers Community Development District Special Assessment Bonds, Series 2021B; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2021-08 adopted on July 15, 2021, and the Master Indenture, as supplemented by a Third Supplemental Trust Indenture dated August 1, 2021 (the “Third Supplemental Indenture”), the Issuer has previously issued its \$10,000,000 Three Rivers Community Development District Special Assessment Bonds, Series 2021B (South Assessment Area) (the “Series 2021B (South Assessment Area) Bonds”); and

WHEREAS, the Board of the Issuer has duly adopted resolutions pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, providing for the acquisition, construction and

installation of certain public infrastructure improvements more particularly described in Exhibit A hereto (the "CIP"), defining the portion of the Cost of the CIP with respect to which Special Assessments will be imposed and the manner in which such Special Assessments shall be levied against such benefited property within the boundaries of the District, directing the preparation of an assessment roll calling for a public hearing of the Issuer at which owners of property to be subject to the Special Assessments may be heard as to the propriety and advisability of undertaking the CIP, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the CIP, and stating the intent of the Issuer to issue Bonds secured by such Special Assessments to finance the costs of the acquisition and construction of the CIP and the Board of the Issuer has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Special Assessments and the benefited property, as supplemented with respect to the Series 2022A Bonds (as defined below) (collectively the "Assessment Resolution"); and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2022-__ the Issuer has authorized the issuance, sale and delivery of its \$_____ Three Rivers Community Development District Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and its \$_____ Three Rivers Community Development District Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds", and collectively with the Series 2022A-1 Bonds, the "Series 2022A Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Fourth Supplemental Indenture (collectively with the Master Indenture, the "Indenture") to secure the issuance of the Series 2022A Bonds for the principal purposes of acquiring and constructing a portion of the CIP (the "2022A Project") and refunding a portion of the outstanding Three Rivers Community Development District Special Assessment Bonds, Series 2021B (South Assessment Area) (the "Refunded Series 2021B Bonds"), and to set forth the terms of the Series 2022A Bonds; and

WHEREAS, the Issuer will apply the proceeds of the Series 2022A Bonds: (i) to currently refund the Refunded Series 2021B Bonds, (ii) to finance the Cost of the acquisition, construction, installation and equipping of the 2022A Project, (iii) to pay certain costs associated with the issuance of the Series 2022A Bonds; (iv) to pay a portion of the interest accruing on the Series 2022A Bonds, and (v) to fund the 2022A-1 Reserve Account and 2022A-2 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Series 2022A Bonds and of this Fourth Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Series 2022A Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Fourth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2022A Trust Estate (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FOURTH SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2022A Bonds by the purchaser or purchasers thereof, and other good and valuable consideration,

receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2022A Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the Issuer of all the covenants, expressed or implied in the Master Indenture, in this Fourth Supplemental Indenture and in the Series 2022A Bonds: (a) has executed and delivered this Fourth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the Issuer, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the Issuer from the Series 2022A Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time (the “2022A Pledged Revenues”) and the Funds and Accounts (except for the 2022A Rebate Account and the 2022A Costs of Issuance Account) established hereby (the “2022A Pledged Funds” and collectively with the “2022A Pledged Revenues,” the “2022A Trust Estate”) securing only the Series 2022A Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2022A Bonds issued or to be issued under and secured by this Fourth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2022A Bond over any other Series 2022A Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the Issuer, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2022A Bonds or any Series 2022A Bond of a particular maturity issued, secured and Outstanding under this Fourth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2022A Bonds and this Fourth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fourth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Fourth Supplemental Indenture, then upon such final payments, this Fourth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2022A Bonds or any Series 2022A Bond of a particular maturity, otherwise this Fourth Supplemental Indenture shall remain in full force and effect;

THIS FOURTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2022A Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Fourth Supplemental Indenture), including this Fourth Supplemental Indenture, expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2022A Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

“Acquisition Agreement” shall mean the Acquisition and Completion Agreement between the Issuer and the Developer dated April ____, 2022.

“Amortization Installments” shall mean the moneys required to be deposited in the Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

“Assessment Interest” shall mean the interest on Series 2022A Assessments received by the Issuer which is pledged to the Series 2022A Bonds, other than Delinquent 2022A-1 Assessment Interest and Delinquent 2022A-2 Assessment Interest. Assessment Interest corresponding in amount to the interest on the Series 2022A-1 Bonds is referred to herein as “2022A-1 Assessment Interest”, and Assessment Interest corresponding in amount to the interest on the Series 2022A-2 Bonds is referred to herein as “2022A-2 Assessment Interest.”

“Assessment Principal” shall mean the principal amount of Series 2022A Assessments received by the Issuer which are pledged to the Series 2022A Bonds, other than Delinquent 2022A-1 Assessment Principal, Delinquent 2022A-2 Assessment Principal, Series 2022A-1 Prepayment Principal and Series 2022A-2 Prepayment Principal. Assessment Principal corresponding in amount to the principal of the Series 2022A-1 Bonds is referred to herein as “2022A-1 Assessment Principal” and Assessment Principal corresponding in amount to the principal on the Series 2022A-2 Bonds is referred to herein as “2022A-2 Assessment Principal.”

“Assessment Proceedings” shall mean the proceedings of the Issuer with respect to the establishment, levy and collection of the Special Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the Issuer with respect to the Series 2022A Assessments.

“Bond Depository” shall mean the securities depository existing from time to time under Section 201 hereof.

“Bond Participants” shall mean that those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2022A Bonds as securities depository.

“Collateral Assignment” shall mean that certain Collateral Assignment and Assumption of Development Rights dated April ____, 2022, between the Issuer and the Developer, as amended from time to time.

“Completion Agreement” shall mean the Completion Agreement by and between the Issuer and the Developer, dated April ____, 2022, as such agreement may be modified from time to time.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement dated the date of issuance and delivery of the Series 2022A Bonds, among the Issuer, the dissemination agent named therein and the Developer and joined in by the Trustee, as originally executed and as amended from time to time in accordance with the terms thereof.

“Delinquent 2022A-1 Assessment Interest” shall mean 2022A-1 Assessment Interest deposited with the Trustee after the date on which such 2022A-1 Assessment Interest has become due and payable in accordance with applicable law or proceedings of the Issuer.

“Delinquent 2022A-2 Assessment Interest” shall mean 2022A-2 Assessment Interest deposited with the Trustee after the date on which such 2022A-2 Assessment Interest has become due and payable in accordance with applicable law or proceedings of the Issuer.

“Delinquent 2022A-1 Assessment Principal” shall mean 2022A-1 Assessment Principal deposited with the Trustee after the date on which such 2022A-1 Assessment Principal has become due and payable in accordance with applicable law or proceedings of the Issuer.

“Delinquent 2022A-2 Assessment Principal” shall mean 2022A-2 Assessment Principal deposited with the Trustee after the date on which such 2022A-2 Assessment Principal has become due and payable in accordance with applicable law or proceedings of the Issuer.

“Developer” shall mean Three Rivers Developers, LLC, a Delaware limited liability company, or any successor or assign thereof.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Interest Payment Date” shall mean each May 1 and November 1, commencing November 1, 2022.

“Nominee” shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

“Operation and Maintenance Assessments” shall mean non-ad valorem special assessments levied by the Issuer pursuant to the Act and other applicable law on assessable District lands for the operation and maintenance of the 2022A Project and/or the operations of the Issuer.

“Participating Underwriter” shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

“Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Refunded Series 2021B Bonds” shall mean \$_____ in principal amount of the Series 2021B (South Assessment Area) Bonds, which correspond to the Series 2021B Assessments (as defined in the Third Supplemental Indenture) on the tax parcels on which the Assessment Area Four Bonds Special Assessments will be imposed.

“Reserve Account Release Conditions” shall mean, collectively, (i) the 2022A-1 Reserve Account Release Condition #1 and (ii) the 2022A-1 Reserve Account Release Condition #2.

“Series 2022A Assessments” shall mean collectively the Series 2022A-1 Assessments and the Series 2022A-2 Assessments.

“Series 2022A-1 Assessments” shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the 2022A Project or any portion thereof, which Special Assessments correspond in amount to the debt service on the Series 2022A-1 Bonds.

“Series 2022A-2 Assessments” shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the 2022A Project or any portion thereof, which Special Assessments correspond in amount to the debt service on the Series 2022A-2 Bonds.

“Series 2022A-1 Prepayment Principal” shall mean the excess amount of 2022A-1 Assessment Principal received by the Issuer over the 2022A-1 Assessment Principal then due, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Proceedings but shall not include Delinquent 2022A-1 Assessment Principal. Series 2022A-1 Prepayment Principal shall not include the proceeds of any refunding bonds.

“Series 2022A-2 Prepayment Principal” shall mean the excess amount of 2022A-2 Assessment Principal received by the Issuer over the 2022A-2 Assessment Principal then due, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Proceedings but shall not include Delinquent 2022A-2 Assessment Principal. Series 2022A-2 Prepayment Principal shall not include the proceeds of any refunding bonds.

“Substantial Absorption” shall mean the date when at least ninety percent (90%) of the principal portion of the Series 2022A-1 Assessments have been assigned to residential units within the District that have each received a certificate of occupancy.

“Term Bonds” shall mean the Series 2022A Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

“True-Up Agreement” shall mean the True-Up Agreement, between the Issuer and the Developer, dated April ___, 2022.

“2022A Investment Obligations” shall mean those obligations described under the definition of “Investment Securities” in the Master Indenture.

“2022A Reserve Accounts” means, collectively, the 2022A-1 Reserve Account and the 2022A-2 Reserve Account.

“2022A-1 Reserve Account” means the account by such name created in the Debt Service Reserve Fund pursuant to Section 4.01(d) hereof.

“2022A-1 Reserve Account Release Condition #1” shall mean, collectively, the date upon which (i) all parcels subject to the Series 2022A-1 Assessments planned for residential lots are platted as certified in writing by the Consulting Engineer; (ii) all of the platted residential lots subject to the Series 2022A-1 Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the Issuer.

“2022A-1 Reserve Account Release Condition #2” shall mean, collectively, (i) satisfaction of the 2022A-1 Reserve Account Release Condition #1, (ii) all homes subject to the Series 2022A-1 Assessments have been built, sold and closed with end-users and all of the principal portion of the Series 2022A-1 Assessments has been assigned to such homes, and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the Issuer.

“2022A-1 Reserve Account Release Conditions” means, collectively, the 2022A-1 Reserve Account Release Condition #1 and the 2022A-1 Reserve Account Release Condition #2.

“2022A-1 Reserve Account Requirement” shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirements for the Series 2022A-1 Bonds, and (ii) upon satisfaction of the Reserve Account Release Condition #1, the 2022A-1 Reserve Account Requirement shall be reduced to an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2022A-1 Bonds, and (iii) upon satisfaction of the Reserve Account Release Condition #2, the 2022A-1 Reserve Account Requirement shall be further reduced to 10% of the maximum annual debt service requirement of the then Outstanding Series 2022A-1 Bonds. Satisfaction of the 2022A-1 Reserve Account Release Condition #1 or the 2022A-1 Reserve Account Release Condition #2 shall be evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely. Such maximum annual debt service requirement shall be re-calculated by the Issuer upon each extraordinary mandatory redemption of the Series 2022A-1 Bonds as provided for in the Indenture, including upon any optional prepayment by the owner of a lot or parcel of land of a Series 2022A-1 Assessment against such lot or parcel as provided in Section 4.06 herein (but not upon the optional or mandatory sinking fund redemption thereof). Any excess in the 2022A-1 Reserve Account as a result of satisfaction of the 2022A-1 Reserve Account Release Conditions shall be deposited into the 2022A Acquisition and Construction Account. The 2022A-1 Reserve Account Requirement is initially \$_____.

“2022A-2 Reserve Account” means the account by such name created in the Debt Service Reserve Fund pursuant to Section 4.01(d) hereof.

“2022A-2 Reserve Account Requirement” shall mean an amount equal to the maximum annual interest due on the Series 2022A-2 Bonds re-calculated by the Issuer upon each extraordinary mandatory redemption of the Series 2022A-2 Bonds as provided for in the Indenture, including upon any optional prepayment by the owner of a lot or parcel of land of a 2022A-2 Special Assessment against such lot or parcel as provided in Section 4.06 herein. The 2022A-2 Reserve Account Requirement is initially \$_____.

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2022A BONDS

Section 201. Authorization of Series 2022A Bonds; Book-Entry Only Form. The Series 2022A Bonds are hereby authorized to be issued in the aggregate principal amount of \$_____ (\$_____ aggregate principal amount of Series 2022A-1 Bonds and \$_____ aggregate principal amount of Series 2022A-2 Bonds) for the purposes enumerated in the recitals hereto. The Series 2022A Bonds shall be substantially in the forms set forth as **Exhibit B** to this Fourth Supplemental Indenture.

The Series 2022A-1 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022A-1 Bond for each maturity of Series 2022A-1 Bonds. The Series 2022A-2 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022A-2 Bond for each maturity of Series 2022A-2 Bonds. Upon initial issuance, the ownership of such Series 2022A Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York (“DTC”), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2022A Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2022A Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the Issuer, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2022A Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2022A Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2022A Bonds. The Issuer, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2022A Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2022A Bond for the purpose of payment of principal, premium and interest with respect to such Series 2022A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2022A Bond, for the purpose of registering transfers with respect to such Series 2022A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2022A Bonds only to or upon the order of the respective Owners, as shown in the

registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2022A Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2022A Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Fourth Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the Issuer of written notice from DTC: (i) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding Series 2022A Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2022A Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2022A Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof and the Master Indenture.

Section 202. Terms of Series 2022A Bonds. The Series 2022A-1 Bonds shall be issued as four (4) Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

\$ _____, _____% Term Bond due May 1, 20__

\$ _____, _____% Term Bond due May 1, 20__

\$ _____, _____% Term Bond due May 1, 20__

\$ _____, _____% Term Bond due May 1, 20__

The Series 2022A-2 Bonds shall be issued in the principal amount of \$ _____, mature on May 1, 20__ and shall bear interest at the fixed rate of ____% per annum.

Section 203. Dating; Interest Accrual. Each Series 2022A Bond shall be dated April [____], 2022. Each Series 2022A Bond shall also bear its date of authentication. Each Series 2022A Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2022A Bond has been paid, in which event such Series 2022A Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2022A Bonds, in which event such Series 2022A Bond shall bear interest from its date. Interest on the Series 2022A Bonds shall be due and payable on each

May 1 and November 1, commencing November 1, 2022, and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2022A-1 Bonds shall be numbered consecutively from RA1-1 and upwards. The Series 2022A-2 Bonds shall be numbered RA2-1.

Section 204. Denominations. The Series 2022A Bonds shall be issued in Authorized Denominations. Delivery of Series 2022A Bonds to the initial purchasers thereof shall be in minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof.

Section 205. Paying Agent. The Issuer appoints the Trustee as Paying Agent for the Series 2022A Bonds.

Section 206. Bond Registrar. The Issuer appoints the Trustee as Bond Registrar for the Series 2022A Bonds.

Section 207. Conditions Precedent to Issuance of Series 2022A Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Series 2022A Bonds, all the Series 2022A Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;
- (b) A copy of the executed Master Indenture and an executed original of this Fourth Supplemental Indenture;
- (c) A Bond Counsel opinion addressed to the Trustee substantially to the effect that; (i) the Indenture has been duly authorized and executed by the Issuer and constitutes a valid and binding obligation of the Issuer; (ii) the Series 2022A Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2022A Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2022A Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.
- (d) An opinion of Counsel to the Issuer addressed to the Trustee, or with respect to which the Trustee has received a customary reliance letter, substantially to the effect that; (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the 2022A Project being financed with the proceeds of the Series 2022A Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the 2022A Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2022A Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2022A Assessments, and (v) the Series 2022A Assessments are legal, valid and binding liens upon the property against which such Series 2022A Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2022A Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Fourth Supplemental Indenture; and

(f) A certificate of the Consulting Engineer or Engineers certifying as to the accuracy of the information set forth in the Consulting Engineer's Report regarding the CIP.

Delivery to the Trustee of the net proceeds from the issuance of the Series 2022A Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the Issuer and underwriter.

Section 208. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the Issuer to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter or the Majority Holders of Outstanding Series 2022A Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Section.

ARTICLE III REDEMPTION AND PURCHASE OF SERIES 2022A BONDS

The Series 2022A Bonds are subject to redemption prior to maturity as provided in the forms thereof set forth as **Exhibit B** to this Fourth Supplemental Indenture. Series 2022A Bonds may be purchased as provided in Article VIII of the Master Indenture.

ARTICLE IV DEPOSIT OF SERIES 2022A BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a 2022A Acquisition and Construction Account; and
- (ii) a 2022A Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee a 2022A-1 Sinking Fund Account, a 2022A-2 Principal Account, a 2022A-1 Interest Account, and a 2022A-2 Interest Account, and within the 2022A-1 Interest Account a 2022A-1 Capitalized Interest Subaccount and within the 2022A-2 Interest Account a 2022A-2 Capitalized Interest Subaccount;

(c) There is hereby established within the Bond Redemption Fund held by the Trustee a 2022A-1 Prepayment Account and a 2022A-2 Prepayment Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee a 2022A-1 Reserve Account and a 2022A-2 Reserve Account, which accounts shall be held for the benefit of all of the Series 2022A Bonds without distinction as to Series 2022A Bonds and without privilege or priority of one Series 2022A Bond over another;

(e) There is hereby established within the Revenue Fund held by the Trustee a 2022A Revenue Account; and

(f) There is hereby established within the Rebate Fund the 2022A Rebate Account.

Section 402. Use of 2022A Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof; the net proceeds of sale of the Series 2022A Bonds, \$_____ (face amount of Series 2022A Bonds less underwriter's discount of \$_____ and an original issue discount of \$_____, shall be delivered to the Trustee by the Issuer and be applied as follows:

(a) \$_____, representing Capitalized Interest on the Series 2022A-1 Bonds, shall be deposited in the 2022A-1 Capitalized Interest Subaccount of the Debt Service Fund;

(b) \$_____, representing Capitalized Interest on the Series 2022A-2 Bonds, shall be deposited in the 2022A-2 Capitalized Interest Subaccount of the Debt Service Fund;

(c) \$_____, which is an amount equal to the initial Reserve Requirement in respect of the Series 2022A-1 Bonds, shall be deposited in the 2022A-1 Reserve Account of the Debt Service Reserve Fund;

(d) \$_____, which is an amount equal to the initial Reserve Requirement in respect of the Series 2022A-2 Bonds, shall be deposited in the 2022A-2 Reserve Account of the Debt Service Reserve Fund;

(e) \$_____ shall be deposited to the credit of the 2022 Costs of Issuance Account and used to pay the cost of issuance of the Series 2022A Bonds;

(f) \$_____ shall be deposited by the Trustee into the 2021B General Account of the Bond Redemption Fund established under the Third Supplemental Indenture, representing the amount necessary (together with other funds available within the accounts associated with the Refunded Series 2021B Bonds in the amount of \$_____) to redeem the Refunded Series 2021B Bonds; and

(g) \$_____, shall be deposited in the 2022 Acquisition and Construction Account to be applied to Costs of the 2022A Project in accordance with Article V of the Master Indenture and Section 403 of this Fourth Supplemental Indenture.

Section 403. 2022A Acquisition and Construction Account.

(a) Amounts on deposit in the 2022A Acquisition and Construction Account shall be applied to pay the Costs of the 2022A Project upon compliance with the requirements of the requisition provisions set forth in Section 5.01(b) of the Master Indenture. Each requisition shall be substantially in the form of Exhibit C hereto signed by a Responsible Officer and, except for payments of costs of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer, which certificate shall be part of the requisition. The Trustee shall be entitled to conclusively rely on such certification to pay such requisition and shall have no duty to verify whether the amounts being requisitioned are properly allocable to any particular portions of the 2022A Project.

(b) Any balance remaining in the subaccounts of the 2022A Acquisition and Construction Account after the Completion Date of the 2022A Project and after retaining the amount, if any, of all remaining unpaid Costs of the 2022A Project set forth in the certificate of the Consulting Engineer establishing such Completion Date (which certificate of the Consulting Engineer may not establish such Completion Date on a date prior to the satisfaction of the Reserve Account Release Conditions), shall be transferred to and deposited in the 2022A-2 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2022A-2 Bonds, and if all Series 2022A-2 Bond have been retired, into the Series 2022A-1 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of Series 2022A-1 Bonds; provided, however, that if on the date of such proposed transfer an Event of Default exists such amounts shall remain on deposit in the 2022A Acquisition and Construction Account. When no monies remain in the 2022A Acquisition and Construction Account or a subaccount thereof, the 2022A Acquisition and Construction Account or such subaccount, as applicable, shall be closed.

Section 404. Costs of Issuance Account. There shall be deposited in the 2022A Costs of Issuance Account \$_____ which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2022A Bonds. Any amounts on deposit in the 2022A Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2022A Bonds, for which the Trustee has not provided a pending requisition, shall be transferred over and deposited into the 2022A Acquisition and Construction Account and used for the purposes permitted therefor and the 2022A Costs of Issuance Account shall be closed.

Section 405. 2022A-1 Capitalized Interest Subaccount and 2022A-2 Capitalized Interest Subaccount. Except as provided elsewhere in the Master Indenture or in this Fourth Supplemental Indenture, (i) amounts on deposit in the 2022A-1 Capitalized Interest Subaccount shall be applied by the Trustee only for the purpose of paying interest on the Series 2022A-1 Bonds when due, and (ii) amounts on deposit in the 2022A-2 Capitalized Interest Subaccount shall be applied by the Trustee only for the purpose of paying interest on the Series 2022A-2 Bonds when due. If a Series 2022A Bond is redeemed, the amount, if any, in the 2022A-1 Capitalized Interest Subaccount or 2022A-2 Capitalized Interest Subaccount representing interest thereon shall be applied to payment of the accrued interest in connection with such redemption. Any amounts remaining in the 2022A-1 Capitalized Interest Subaccount or the 2022A-2 Capitalized Interest Subaccount, after payment of interest on the Series 2022A Bonds on November 1, 2022, shall be transferred to the 2022A Acquisition and Construction Account.

Section 406. 2022A Reserve Accounts. Amounts on deposit in the 2022A-1 Reserve Account and 2022A-2 Reserve Account, except as provided elsewhere in the Master Indenture or in this Fourth Supplemental Indenture, shall be used only for the purpose of making payments into the 2022A-1 Interest Account, the 2022A-2 Interest Account, the 2022A-1 Sinking Fund Account and 2022A-2 Principal Account to pay the Series 2022A Bonds, without distinction as to Series 2022A Bonds and without privilege or priority of one Series 2022A Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2022A Reserve Accounts and shall promptly notify the Issuer of the amount of any deficiency or surplus as of such date in such accounts. The Issuer shall immediately pay the amount of any deficiency to the Trustee, for deposit in the applicable 2022A Reserve Account, from the first legally available sources of the Issuer. Any surplus in either 2022A Reserve Account (i) resulting from investment earnings, shall be applied as provided in the second succeeding paragraph; (ii) resulting from prepayment of Series 2022A Assessments as provided in the immediately following paragraph), (iii) as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the 2022A Acquisition and Construction Account, or (iv) resulting from any other cause, shall be deposited to the applicable Prepayment Account to be used for the extraordinary mandatory redemption of the applicable Series of 2022A Bonds.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred which has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2022A-1 Assessment or a Series 2022A-2 Assessment against such lot or parcel, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Issuer shall determine the Reserve Account Requirement for the Series 2022A-1 Bonds and the Series 2022A-2 Bonds, respectively, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit (a) in the 2022A-1 Reserve Account in excess of the 2022A-1 Reserve Account Requirement (except for excess resulting from interest earnings) from the 2022A-1 Reserve Account to the Series 2022A-1 Prepayment Account as a credit against the 2022A-1 Assessment Principal otherwise required to be paid by the owner of such lot or parcel and (b) in the 2022A-2 Reserve Account in excess of the 2022A-2 Reserve Account Requirement (except for excess resulting from interest earnings) from the 2022A-2 Reserve Account to the Series 2022A-2 Prepayment Account as a credit against the 2022A-2 Assessment Principal otherwise required to be paid by the owner of such lot or parcel. If the Issuer fails to provide such transfer direction as provided in this paragraph, Trustee may assume any excess in the 2022A-1 Reserve Account and 2022A-2 Reserve Account shall be transferred as provided in the immediately preceding paragraph.

All earnings on investments in either 2022A Reserve Account shall be deposited to such 2022A Revenue Account provided no deficiency exists in a 2022A Reserve Account and, if a deficiency does exist, then earnings shall be deposited in any such deficient 2022A Reserve Account *pro rata* until the deficiency is cured. Such Accounts shall consist only of cash and Investment Securities.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2022A-1 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2022A-1 Bonds, together with accrued interest on such Series 2022A-1 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2022A-1 Prepayment Account the amount on deposit in the 2022A-1 Reserve Account to pay and redeem all of the Outstanding Series 2022A-1 Bonds on the earliest such date.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2022A-2 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2022A-2 Bonds, together with accrued interest on such Series 2022A-2 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2022A-2 Prepayment Account the amount on deposit in the 2022A-2 Reserve Account to pay and redeem all of the Outstanding 2022A-2 Bonds on the earliest such date.

Section 407. Application of Prepayment Principal; 2022A Prepayment Accounts. All Series 2022A-1 Prepayment Principal shall upon receipt by the Trustee be deposited to the 2022A-1 Prepayment Account of the Bond Redemption Fund. All Series 2022A-2 Prepayment Principal shall upon receipt by the Trustee be deposited to the 2022A-2 Prepayment Account of the Bond Redemption Fund. At the time the Issuer deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Series 2022A-1 Prepayment Principal and/or Series 2022A-2 Prepayment Principal. Amounts on deposit in the 2022A-1 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2022A-1 Bonds as provided in **Exhibit “B”** hereto. Amounts on deposit in the 2022A-2 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2022A-2 Bonds as provided in **Exhibit “B”** hereto.

The Trustee is not responsible to verify if any payment is Prepayment Principal, and may conclusively rely upon the written notice from the Issuer that any payment is classified as Prepayment Principal, and, in the absence of such written notice from the Issuer, the Trustee shall conclude that such payment is not Prepayment Principal and deposit such payment into the 2022A Revenue Account.

Section 408. Tax Covenants and Rebate Account. The Issuer shall comply with the Federal Tax Certificate (including deposits to and payments from the 2022A Rebate Account) included as part of the closing transcript for the Series 2022A Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2022A Rebate Account shall be directed by the Issuer for investment only in Government Obligations. To the extent any amounts in the 2022A Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the Issuer to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the Issuer covenants with the holders of the Series 2022A Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Series 2022A Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Series 2022A Bonds (or

amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Series 2022A Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The Issuer further covenants that neither the Issuer nor any other person under its control or direction will make any investment or other use of the proceeds of the Series 2022A Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Series 2022A Bonds to be “private activity bonds” as that term is defined in Section 141 of the Code (or any successor provision thereto), or “arbitrage bonds” as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Series 2022A Bonds.

Section 409. Application of Series 2022A Revenue Account in Revenue Fund.

(a) Upon deposit of the revenues from the Series 2022A Assessments including the interest thereon with the Trustee, the Issuer shall provide the Trustee a written accounting setting forth the amounts of such Series 2022A Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) 2022A-1 Assessment Interest which shall be deposited into the 2022A-1 Interest Account and 2022A-2 Assessment Interest which shall be deposited into the 2022A-2 Interest Account;

(ii) 2022A-1 Assessment Principal, which shall be deposited into the 2022A-1 Sinking Fund Account and 2022A-2 Assessment Principal which shall be deposited into the 2022A-2 Principal Account;

(iii) Series 2022A-1 Prepayment Principal which shall be deposited into the 2022A-1 Prepayment Account and Series 2022A-2 Prepayment Principal which shall be deposited into the 2022A-2 Prepayment Account;

(iv) Delinquent 2022A-1 Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2022A-1 Reserve Account to pay the principal of Series 2022A Bonds to the extent that less than the 2022A-1 Reserve Account Requirement is on deposit in the 2022A-1 Reserve Account, and, the balance, if any, shall be deposited into the 2022A-1 Sinking Fund Account;

(v) Delinquent 2022A-2 Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2022A-2 Reserve Account to pay the principal of Series 2022A Bonds to the extent that less than the 2022A-2 Reserve Account Requirement is on deposit in the 2022A-2 Reserve Account, and, the balance, if any, shall be deposited into the 2022A-2 Principal Account;

(vi) Delinquent 2022A-1 Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2022A-1 Reserve Account to pay the interest of Series 2022A Bonds to the extent that less than the 2022A-1 Reserve Account Requirement is on deposit in the 2022A-1 Reserve Account, and, the balance, if any, shall be deposited into the 2022A-1 Interest Account;

(vii) Delinquent 2022A-2 Assessment Interest shall first be applied to restore the amount of any withdrawal from the 2022A-2 Reserve Account to pay the interest of Series 2022A Bonds to the extent that less than the 2022A-2 Reserve Account Requirement is on deposit in a 2022A-2 Reserve Account, and, the balance, if any, shall be deposited into the 2022A-2 Interest Account;

(viii) The balance shall be deposited in the 2022A Revenue Account.

(b) On or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day), next preceding each Redemption Date, the Trustee shall determine the amount on deposit in each 2022A Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the Issuer to the appropriate accounts to pay amounts due on the next Interest Payment Date, from the 2022A Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2022A-1 Bonds and the Series 2022A-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2022A-1 Bonds and Series 2022A-2 Bonds as set forth in **Exhibit B** hereto. All interest due in regard to such prepayments shall be paid from the applicable 2022A Interest Account or, if insufficient amounts are on deposit in the applicable 2022A Interest Account to pay such interest then from the 2022A Revenue Account.

(c) On each May 1 (or if such May 1 is not a Business Day, on the Business Day preceding such May 1), the Trustee shall transfer from amounts on deposit in the 2022A Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority, *pro rata* between the Series 2022A Bonds:

FIRST, to the 2022A-1 Interest Account and 2022A-2 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2022A-1 Bonds and 2022A-2 Bonds then Outstanding on such May 1 and the next successive November 1, less any other amount already on deposit in such 2022A-1 Interest Account or 2022A-2 Interest Account not previously credited;

SECOND, beginning on May 1, 2023, and no later than the Business Day next preceding each May 1 thereafter while Series 2022A-1 Bonds remain Outstanding, to the 2022A-1 Sinking Fund Account an amount equal to the Amortization Installment on the Series 2022A-1 Bonds due on such May 1 or the principal maturing on the Series 2022A-1 Bonds on such May 1, less any amount on deposit in the Series 2022A-1 Sinking Fund Account not previously credited, and on May 1, 20___, to the 2022A-2 Principal Account the principal maturing on May 1, 20___ less any amount on deposit in such 2022A-2 Principal Account not previously credited;

THIRD, to the 2022A-1 Reserve Account and the 2022A-2 Reserve Account the amount, if any, which is necessary to make the amounts on deposit therein equal to 2022A-1 Reserve Account Requirement and the 2022A-2 Reserve Account Requirement, respectively; and

FOURTH, the balance shall be retained in the 2022A Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture.

(d) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts and any subaccounts therein held as security for the Series 2022A Bonds shall be invested only in Investment Securities, and further, earnings on investments in the 2022A Acquisition and Construction Account and the 2022A Cost of Issuance Account shall be retained as realized, in such Accounts and subaccounts and used for the purpose of such Accounts and subaccounts. Earnings on investments in (i) the 2022A Revenue Account of the Revenue Fund, (ii) the 2022A-1 Sinking Fund Account and 2022A-2 Principal Account of the Debt Service Fund, (iii) the 2022A-1 and 2022A-2 Interest Accounts of the Debt Service Fund and (iv) the 2022A-1 and 2022A-2 Prepayment Accounts in the Bond Redemption Fund, shall be deposited, as realized, to the credit of the 2022A Revenue Account of the Revenue Fund and used for the purpose of such Account.

Earnings on investments in the 2022A Reserve Accounts shall be disposed of as provided in Section 406 hereof.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Fourth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Fourth Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Fourth Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Fourth Supplemental Indenture.

ARTICLE VI MISCELLANEOUS

Section 601. Confirmation of Master Indenture. As supplemented by this Fourth Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Fourth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fourth Supplemental Indenture and to the Series 2022A Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Fourth Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding 2022A Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Fourth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2022A Assessments, including the assessment methodology, prepared by Governmental Management Services, LLC (the “Report”), and to levy the Series 2022A Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2022A Bonds, when due. The Issuer also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Holders, except as may be required by law.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund all or a portion of Outstanding Series 2022A Bonds, the issuance of which as determined by the Issuer results in present value debt service savings, the Issuer shall not, while any Series 2022A Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2022A Trust Estate. The Issuer further covenants and agrees not to issue Bonds for capital projects secured by new Special Assessments on assessable lands which are also encumbered by the Series 2022A Assessments (“Additional Bonds”) without the consent of the Majority Holders of the Series 2022A Bonds, provided that the Issuer may issue such Additional Bonds without the consent of the Majority Holders if Substantial Absorption has occurred and the Series 2022A-2 Bonds are no longer Outstanding; and provided further, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the Series 2022A Assessments which, as determined by the Issuer, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The Issuer may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2022A Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the Issuer may rely on a certificate from the District Manager regarding such status of Substantial Absorption and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604. Acknowledgement Regarding 2022A Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2022A Bonds, the Series 2022A Bonds are payable solely from the 2022A Trust Estate, which includes the 2022A Pledged Revenues and the 2022A Pledged Funds. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2022A Bonds, (i) the 2022A Pledged Funds which includes, without limitation, all amounts on deposit in the 2022A Acquisition and Construction Account, may not be used by the Issuer (whether to pay Costs of the 2022A Project or otherwise) without the consent of the Majority Holders of the Series 2022A Bonds, except to the extent that prior to the occurrence of the Event of Default the Issuer had incurred a binding obligation with third parties for work on the 2022A Project and payment is for such work, and (ii) the 2022A Pledged Funds may be used by the Trustee, at the written direction or with the written approval of the Majority Holders of the Series 2022A Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Series 2022A Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

Section 605. Enforcement of True-Up Agreement and Completion Agreement. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both such Agreements, the Issuer covenants and agrees that the Trustee, at the written direction of the Majority Holders of the Series 2022A Bonds shall act on behalf of, and in the Issuer's stead, to enforce the provisions of such agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the Issuer to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Holders of the Series 2022A Bonds, or the Trustee at the written direction of the Majority Holders of the Series 2022A Bonds, shall constitute an Event of Default under the Indenture without benefit of any period of cure. Nothing herein shall be construed as an assumption by the Trustee of any obligations under the True-Up Agreement or the Completion Agreement or the Trustee's right to indemnity satisfactory to it before taking any actions as provide for in the Master Indenture.

Section 606. Payment Dates. If an Interest Payment Date, principal payment date or the maturity date of the Series 2022A Bonds or the date fixed for the redemption of any Series 2022A Bonds shall be other than a Business Day, then payment of interest, principal, or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as it made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Section 607. Additional Matters Relating to Delinquent Assessments.

Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Series 2022A Assessments and Series 2022A Bonds: If any property shall be offered for sale for the nonpayment of any Series 2022A Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2022A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the Issuer may, but shall not be required to purchase the property for an amount equal to the balance due on the Series 2022A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and Issuer shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2022A Bonds; provided that the Trustee shall have the right, acting at the discretion of the Majority Owners, but shall not be obligated, to direct the Issuer with respect to any action taken pursuant to this Section. Should the Issuer purchase said property, the Issuer, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2022A Revenue Account. The Issuer, either through its own actions, or actions caused to be taken by the Issuer through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2022A Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Series 2022A Bonds Outstanding. The Issuer may pay costs associated with any actions taken by the Issuer pursuant to this paragraph from any

moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2022A Bonds.

The Issuer acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2022A Assessments that are billed directly by the Issuer, that the entire Series 2022A Assessments levied on the property for which such installment of Series 2022A Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Holders of the Series 2022A Bonds Outstanding, the Issuer shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2022A Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. The Trustee shall be deemed to have consented to the proposed action if the Issuer does not received written direction from the Trustee within one hundred and twenty (120) days (or such shorter time as would be required to comply with ant applicable court ruling) following receipt by the Trustee of a written request for direction.

Section 608. Additional Matters Relating to Series 2022A Assessments and Assessment Proceedings. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2022A Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Series 2022A Assessments that are directly billed and collected by the Issuer, as well as delinquent direct billed Operation and Maintenance Assessments, and the provisions for the foreclosure of liens of delinquent Series 2022A Assessments that are directly billed and collected by the Issuer, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Master Indenture and this Fourth Supplemental Indenture.

The Series 2022A-1 Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the “Uniform Method”) unless the Issuer determines that it is in its best interests to collect directly. The Series 2022A-1 Assessments levied on unplatted lots or lands and the Series 2022A-2 Assessments shall be billed and collected directly by the Issuer pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the Issuer determines that it is in its best interests not to do so. Prior to an Event of Default, the election to collect and enforce Series 2022A Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the Issuer from electing to collect and enforce Series 2022A Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2022A-1 Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2022A-1 Assessments levied on unplatted lots and Series 2022A-2 Assessments shall be billed and collected directly by the Issuer pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Holders of the Series 2022A Bonds Outstanding, provides written direction to use a different method of collection. All Series 2022A Assessments that are billed and collected directly by the Issuer and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each

Interest Payment Date; provided, however, that such Series 2022A Assessments shall not be deemed to be delinquent Series 2022A Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 609. Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 609 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the 2022A Assessments pledged to the Series 2022A Bonds Outstanding (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”).

(b) The Issuer acknowledges and agrees that, although the Series 2022A Bonds were issued by the Issuer, the Owners of the Series 2022A Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the Issuer hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2022A Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2022A Assessments relating to the Series 2022A Bonds Outstanding, the Outstanding Series 2022A Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2022A Bonds Outstanding, to the proposed action if the Issuer does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2022A Assessments relating to the Series 2022A Bonds Outstanding, the Series 2022A Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the Issuer hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2022A Bonds Outstanding, to the proposed action if the Issuer does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the Issuer, as claimant with respect to the 2022A Assessments relating to the Series 2022A Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the Issuer shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2022A Assessments relating the Series 2022A Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The Issuer shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the Issuer's claim and rights with respect to the 2022A Assessments relating to the Series 2022A Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the 2022A Assessments pledged to the Series 2022A Bonds Outstanding, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the Issuer shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the Issuer in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2022A Assessments relating to the Series 2022A Bonds Outstanding whether such claim is pursued by the Issuer or the Trustee; provided, however, that the Issuer shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) or (b)(v) above.

Section 610. Assignment of Collateral Assignment. The Issuer hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2022A Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 611. Third Party Beneficiaries. This Fourth Supplemental Indenture shall inure solely to the benefit of the Issuer, the Trustee and the Holders from time to time of the Series 2022A Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

**U.S. BANK TRUST COMPANY NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT “A”

Description of the Capital Improvement Program and 2022A Project

**PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE
IMPROVEMENTS WITHIN THE MEANING OF
CHAPTER 190, FLORIDA STATUTES,
INCLUDING BUT NOT LIMITED TO:**

**THOSE DESCRIBED IN THE MASTER ENGINEER’S REPORT
DATED AUGUST 27, 2019 PREPARED BY
DOMINION ENGINEERING GROUP, LLC, AS SUPPLEMENTED AND AMENDED
FROM TIME TO TIME, PARTICULARLY AS SUPPLEMENTED BY THE
[SUPPLEMENTAL ENGINEER’S REPORT], DATED APRIL [___], 2022, BY
ENGLAND-THIMS & MILLER, INC.**

EXHIBIT “B”

Form of the Series 2022A Bonds

See Attached

No. 2022RA1-__

\$ _____

United States of America
State of Florida
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2022A-1

Interest <u>Rate</u> ____%	Maturity <u>Date</u> May 1, 20__	Dated <u>Date</u> April __, 2022	<u>CUSIP</u> _____
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Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 DOLLARS

THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2022A-1 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2022A-1 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2022A-1 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2022A-1 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2022A-1 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2022A-1 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the “District”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2022A-1 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no

interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on November 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the Regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30- day months.

This Bond is one of a duly authorized issue of bonds of the District designated “Special Assessment Bonds, Series 2022A-1” (the “Series 2022A-1 Bonds”) issuable under and governed by the terms of a Master Trust Indenture, dated as of September 1, 2019 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by a Fourth Supplemental Trust Indenture, dated as of May 1, 2022 (the “Supplemental Indenture”), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the “Indenture”). The Series 2022A-1 Bonds are issued in an aggregate principal amount together with the District’s Special Assessment Bonds, Series 2022A-2 (the “Series 2022A-2 Bonds, collectively with the Series 2022A-1 Bonds the “Series 2022A Bonds”) of \$_____ for the purposes of (i) currently refunding a portion of the District’s outstanding Special Assessment Bonds, Series 2021B (South Assessment Area), (ii) financing the Cost of acquiring, constructing and equipping the 2022A Project; (iii) paying certain costs associated with the issuance of the Series 2022A Bonds; (iv) paying a portion of the interest to accrue on the Series 2022A Bonds; and (v) making deposits into the 2022A-1 Reserve Account and the 2022A-2 Reserve Account for the benefit of all of the Series 2022A Bonds.

This Series 2022A-1 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2022A-1 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2022A-1 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2022A Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2022A-1 Bonds are or may be issued, the rights,

duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2022A-1 Bonds, and, by the acceptance of this Series 2022A-1 Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2022A Bonds are equally and ratably secured by the 2022A Trust Estate, without preference or priority of one Series 2022A Bond over another.

The Series 2022A-1 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”) provided that delivery of the Series 2022A-1 Bonds to the initial purchases shall be in minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. This Series 2022A-1 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the “Bond Registrar”), upon surrender of this Series 2022A-1 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2022A-1 Bond or Series 2022A-1 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2022A-1 Bond or Series 2022A-1 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2022A-1 Bonds may be exchanged for an equal aggregate principal amount of Series 2022A-1 Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2022A Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2022A-1 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2022A-1 Bond shall be deemed to have agreed to such arrangement.

[No]Optional Redemption

The Series 2022A-1 Bonds are [not] subject to redemption at the option of the District prior to maturity[, in whole or in part, on any date on or after May 1, 20__ at the Redemption Price of 10__% of the principal amount to be redeemed plus accrued interest to the redemption date].

Mandatory Redemption

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization</u>
*	<u>Installment</u>
*	0

*Maturity

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization</u>
*	<u>Installment</u>
*	0

*Maturity

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization</u>
*	<u>Installment</u>
*	0

*Maturity

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization</u>
*	<u>Installment</u>
*	0

*Maturity

Any Series 2022A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2022A-1 Bonds.

Upon redemption or purchase of a portion of the Series 2022A-1 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2022A-1 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022A-1 Bonds.

Extraordinary Mandatory Redemption

The Series 2022A-1 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2022A-1 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2022A-1 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the 2022A Project by application of moneys transferred from the 2022A Acquisition and Construction Account to the 2022A-1 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2022A-1 Prepayment Account from the prepayment of Series 2022A-1 Assessments and from amounts deposited into the 2022A-1 Prepayment Account from other sources; or

(iii) When the amount on deposit in the 2022A-1 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A-1 Bonds then Outstanding as provided in the Supplemental Indenture.

Moneys in the 2022A Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022A-2 Bonds until all Series 2022A-2 Bonds have been retired and then to redeem Outstanding Series 2022A-1 Bonds.

Except as otherwise provided in the Indenture, if less than all of the Series 2022A Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2022A Bonds or portions of such Series 2022A Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2022A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2022A Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2022A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2022A Bonds or such portions thereof on such date, interest on such Series 2022A Bonds or such portions thereof so

called for redemption shall cease to accrue, such Series 2022A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2022A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2022A-1 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2022A-1 Bond which remain unclaimed for three (3) years after the date when such Series 2022A-1 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2022A-1 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2022A-1 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2022A-1 Bonds as to the 2022A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2022A-1 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2022A-1 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS SERIES 2022A-1 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2022A-1 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY

ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022A-1 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022A-1 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022A PLEDGED REVENUES AND THE 2022A PLEDGED FUNDS PLEDGED TO THIS SERIES 2022A-1 BOND, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2022A-1 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2022A-1 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Three Rivers Community Development District has caused this Series 2022A-1 Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2022A-1 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Registrar

By: _____
Authorized Signatory

Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2022A-1 Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Court in and for Clay, Duval and Nassau Counties, Florida, rendered on April 15, 2019.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2022A-1 BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2022A-1 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entirety

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2022A-1 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Series 2022A-1 Bond on the books of the District, with full power of substitution in the premises.

Date: _____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2022A-1 Bond in every particular without alteration or any change whatever.

By: _____
Authorized Signatory

No. 2022RA2-1

\$ _____

United States of America
State of Florida
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2022A-2

Interest <u>Rate</u> _____%	Maturity <u>Date</u> May 1, 20__	Dated <u>Date</u> April __, 2022	<u>CUSIP</u> _____
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Registered Owner: CEDE & CO.

Principal Amount: ____ MILLION ____ HUNDRED _____ THOUSAND AND NO/100 DOLLARS

THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2022A-2 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2022A-2 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2022A-2 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2022A-2 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2022A-2 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2022A-2 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the “District”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2022A-2 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from

the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on November 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the Regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated “Special Assessment Bonds, Series 2022A-2” (the “Series 2022A-2 Bonds”) issuable under and governed by the terms of a Master Trust Indenture, dated as of September 1, 2019 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by a Fourth Supplemental Trust Indenture, dated as of May 1, 2022 (the “Supplemental Indenture”), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the “Indenture”). The Series 2022A-2 Bonds are issued in an aggregate principal amount together with the District’s Special Assessment Bonds, Series 2022A-1 (the Series 2022A-1 Bonds, collectively with the Series 2022A-2 Bonds the “Series 2022A Bonds”) of \$_____ for the purposes of (i) currently refunding a portion of the District’s outstanding Special Assessment Bonds, Series 2021B (South Assessment Area), (ii) financing the Cost of acquiring, constructing and equipping the 2022A Project; (iii) paying certain costs associated with the issuance of the Series 2022A Bonds; (iv) paying a portion of the interest to accrue on the Series 2022A Bonds; and (v) making deposits into the 2022A-1 Reserve Account and the 2022A-2 Reserve Account for the benefit of all of the Series 2022A Bonds.

This Series 2022A-2 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2022A-2 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2022A-2 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2022A Pledged Revenues (as defined in the Indenture),

the terms and conditions under which the Series 2022A-2 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2022A-2 Bonds, and, by the acceptance of this Series 2022A-2 Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2022A Bonds are equally and ratably secured by the 2022A Trust Estate, without preference or priority of one Series 2022A Bond over another.

The Series 2022A-2 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”) provided that delivery of the Series 2022A-2 Bonds to the initial purchases shall be minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. This Series 2022A-2 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the “Bond Registrar”), upon surrender of this Series 2022A-2 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2022A-2 Bond or Series 2022A-2 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2022A-2 Bond or Series 2022A-2 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2022A-2 Bonds may be exchanged for an equal aggregate principal amount of Series 2022A-2 Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2022A Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2022A-2 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2022A-2 Bond shall be deemed to have agreed to such arrangement.

[No]Optional Redemption

The Series 2022A-2 Bonds are [not] subject to redemption at the option of the District prior to maturity[, in whole or in part, on any date on or after May 1, 20__ at the Redemption Price of 10__% of the principal amount to be redeemed plus accrued interest to the redemption date].

Extraordinary Mandatory Redemption

The Series 2022A-2 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part by lot and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the 2022A Project by application of moneys transferred from the 2022A Acquisition and Construction Account to the 2022A-2 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2022A-2 Prepayment Account from the prepayment of Series 2022A-2 Assessments and from amounts deposited into the 2022A-2 Prepayment Subaccount from other sources; or

(iii) When the amount on deposit in the 2022A-2 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A-2 Bonds then Outstanding as provided in the Supplemental Indenture.

Moneys in the 2022A Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022A-2 Bonds until all Series 2022A-2 Bonds have been retired and then to redeem Outstanding Series 2022A-1 Bonds.

Notice of each redemption of Series 2022A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2022A Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2022A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2022A Bonds or such portions thereof on such date, interest on such Series 2022A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2022A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2022A-2 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2022A-2 Bond which remain unclaimed for three (3) years after the date when such Series 2022A-2 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2022A-2 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2022A-2 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2022A-2 Bonds as to the 2022A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2022A-2 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2022A-2 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS SERIES 2022A-2 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2022A-2 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022A-2 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022A-2 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022A PLEDGED REVENUES AND THE 2022A PLEDGED FUNDS PLEDGED TO THIS SERIES 2022A-2 BOND, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2022A-2 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2022A-2 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Three Rivers Community Development District has caused this Series 2022A-2 Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2022A-2 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Registrar

By: _____
Authorized Signatory

Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2022A-2 Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Circuit Court in and for Clay, Duval and Nassau Counties, Florida, rendered on April 15, 2019.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2022A-2 BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2022A-2 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entirety

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2022A-2 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Series 2022A-2 Bond on the books of the District, with full power of substitution in the premises.

Date: _____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2022A-2 Bond in every particular without alteration or any change whatever.

By: _____
Authorized Signatory

EXHIBIT C

2022A ACQUISITION AND CONSTRUCTION REQUISITION

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

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 Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of April 1, 2022 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee pursuant to Acquisition Agreement:
- (3) Amount Payable:
- (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):
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (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.

[_____],
CONSULTING ENGINEER

Title: _____

B-Bond Purchase Agreement

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)**

\$ _____
**SPECIAL ASSESSMENT BONDS,
SERIES 2022A-1**

\$ _____
**SPECIAL ASSESSMENT BONDS,
SERIES 2022A-2**

_____, 2022

BOND PURCHASE AGREEMENT

Three Rivers Community Development District
Nassau County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC, as underwriter (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the Three Rivers Community Development District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 12:00 midnight, New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the: \$ _____ in aggregate principal amount of the Issuer's Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and \$ _____ aggregate principal amount of the Issuer's Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds," and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds"). The Series 2022A Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A and Exhibit B, respectively, attached hereto. Interest on the Series 2022A Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2022. The purchase price for the Series 2022A-1 Bonds shall be \$ _____ (representing the par amount of the Series 2022A-1 Bonds of \$ _____, less an Underwriter's discount of \$ _____, less original issue discount of \$ _____). The purchase price for the Series 2022A-2 Bonds shall be \$ _____ (representing the par amount of the Series 2022A-2 Bonds of \$ _____, less an Underwriter's discount of \$ _____).. The disclosure statement required by Section 218.385, Florida Statutes, as amended, is attached hereto as Exhibit C.

2. The Series 2022A Bonds. The Series 2022A Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and Ordinance No. 2018-47 enacted by the County Board of County Commissioners of Nassau County, Florida (the "County") on January 14, 2019, and effective on January 17, 2019 (the "Ordinance"). The District was established for the

purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of a portion of the public infrastructure necessary for community development within its jurisdiction (the "Development"). The Series 2022A Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of September 1, 2019 (the "Master Indenture"), as amended and supplemented from time to time, particularly as supplemented by the Fourth Supplemental Trust Indenture dated as of April 1, 2022 (the "Fourth Supplemental Indenture"), and, collectively with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee (the "Trustee"), and Resolution No. 2019-26 adopted by the Board of Supervisors of the District (the "Board") on February 8, 2019, as supplemented by Resolution No. 2022-__ adopted by the Board on April __, 2022 (collectively, the "Bond Resolution"), authorizing the issuance of the Series 2022A Bonds. Capitalized but undefined terms used herein shall have the meanings assigned thereto in the Indenture.

The Series 2022A Assessments comprising the 2022A Pledged Revenues will be levied by the Issuer on lands within the District specially benefitted by the Series 2022A Project, pursuant to resolutions adopted by the Board (collectively, the "Assessment Resolutions"). The Series 2022A Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture.

The Issuer has also entered into, or will enter into at or prior to Closing (as defined herein): (a) a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with the Developer and joined in by Wrathell, Hunt and Associates, LLC, as the dissemination agent, and the Trustee; (b) the Agreement between the District and the Developer Regarding the True-Up And Payment of the 2022A Assessments, dated _____, 2022 (the "True-Up Agreement"); (c) the Agreement between the District and the Developer Regarding the Completion of Certain Improvements, dated _____, 2022, as such agreement may be modified from time to time (the "Completion Agreement"); (d) the Acquisition Agreement between the District and the Developer dated _____, 2022 (the "Acquisition Agreement"); (e) the Collateral Assignment and Assumption of Development Rights executed and delivered between the Issuer and the Developer, dated _____, 2022 (the "Collateral Assignment"); and (f) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the True-Up Agreement, the Acquisition Agreement, the Collateral Assignment and the Completion Agreement, are referred to herein collectively as the "Financing Documents."

The Series 2022A Bonds are being issued to: (i) to currently refund the Refunded Series 2021B Bonds, (ii) to finance the Cost of the acquisition, construction, installation and equipping of the 2022A Project, (iii) to pay certain costs associated with the issuance of the Series 2022A Bonds; (iv) to pay a portion of the interest accruing on the Series 2022A Bonds, and (v) to fund the 2022A-1 Reserve Account and 2022A-2 Reserve Account.

The Series 2022A Bonds will be payable from and secured solely by the Series 2022A Assessments imposed, levied and collected by the District with respect to assessable property within the area specially benefitted by the Series 2022A Project, which, together with the 2022A Pledged Funds and Accounts, constitute the "2022A Trust Estate."

3. Delivery of Limited Offering Memorandum and Other Documents. Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum dated _____, 2022 (the "Preliminary Limited Offering Memorandum"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Series 2022A Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(a) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2022A Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Limited Offering Memorandum ("Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter, and (ii) an executed original counterpart or certified copy of the Limited Offering Memorandum and the Indenture. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the public offering and sale of the Series 2022A Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2022A Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(b) From the date hereof until the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed,

the same with the MSRB, and mail such amendment or supplement to each record owner of Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2022A Bonds are hereinafter included within the term "Limited Offering Memorandum."

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Limited Offering; Establishment of Issue Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in a form acceptable to the Underwriter, the District and Bond Counsel with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022A Bonds.

Except as otherwise indicated in Exhibits A and B, respectively, the District will treat the first price at which 10% of each maturity of the Series 2022A Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Series 2022A Bonds. If at that time the 10% test has not been satisfied as to any maturity, the Underwriter agrees to promptly report to the District the prices at which the Series 2022A Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Series 2022A Bonds of that maturity or until all Series 2022A Bonds of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Bonds to accredited investors constituting the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibits A and B, respectively, attached hereto, except as otherwise set forth therein. Exhibits A and B, respectively, also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2022A Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the

Series 2022A Bonds, the Underwriter will neither offer nor sell unsold Series 2022A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (a) the close of the fifth (5th) business day after the sale date; or
- (b) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2022A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when the Underwriter has sold 10% of that maturity of the Series 2022A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in any agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2022A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2022A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2022A Bonds.

The Underwriter confirms that:

- (a) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which Underwriter is a party) relating to the initial sale of the Series 2022A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Series 2022A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2022A Bonds of that maturity or all Series 2022A Bonds of that maturity have been sold to the public, and (2) comply with the hold-the-offering price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and
- (b) any agreement among underwriters relating to the initial sale of the Series 2022A Bonds to the public, together with the related pricing wires, contains or will contain language

obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2022A Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (1) report the prices at which it sells to the public the unsold Series 2022A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2022A Bonds of that maturity or all Series 2022A Bonds of that maturity have been sold to the public, and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

The Underwriter acknowledges that sales of any Series 2022A Bond to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(a) "public" means any person other than an underwriter or a related party,

(b) "underwriter" means (1) any person that agrees pursuant to a written contract with the District (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022A Bonds to the public and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) to participate in the initial sale of the Series 2022A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2022A Bonds to the public),

(c) a purchaser of any of the Series 2022A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (1) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interest, if both entities are partnerships (including direct ownership by one partnership of another) or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interest by one entity of the other), and

(d) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (1) adopt the Bond Resolution and the Assessment Resolutions; (2) enter into the Financing Documents; (3) sell, issue and deliver the Series 2022A Bonds to the Underwriter as provided herein; (4) apply the proceeds of the sale of the Series 2022A Bonds for the purposes described in the Limited Offering Memorandum;

(5) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (6) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; (7) undertake the completion or acquisition of the 2022A Project; and (8) levy and collect the Series 2022A Assessments that will secure the Series 2022A Bonds. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2022A Bonds.

(b) The District has complied, and at the Closing will be in compliance in all respects, with the Bond Resolution, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2022A Bonds, and the imposition, and levy and collection of the Series 2022A Assessments.

(c) The District has duly authorized and approved, or by Closing will have duly authorized and approved, (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Series 2022A Assessments and the Series 2022A Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the execution, delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Series 2022A Assessments, the Series 2022A Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes, or will constitute at Closing, a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery hereof and thereof by the parties hereto, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2022A Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2022A Bonds as aforesaid, the Fourth Supplemental Indenture will provide, for the benefit of the holders from time to time of the Series 2022A Bonds, a legally valid and binding pledge of and a security interest in and to the 2022A Trust Estate pledged to the Series 2022A Bonds, subject only to the provisions of the Fourth Supplemental Indenture permitting the application of the 2022A Pledged Revenues for the purposes and on the terms and conditions set forth in the Fourth Supplemental Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2022A Bonds, is required to be

obtained by the District in connection with the issuance and sale of the Series 2022A Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2022A Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) Other than as may be disclosed in the Limited Offering Memorandum, the District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2022A Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and the District has not received notice of any event of default by the District under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2022A Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2022A Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2022A Bonds or the proceedings relating to the Series 2022A Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2022A Bonds, the Financing Documents, the Series 2022A Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2022A Bonds, (6) the legality of investment in the Series 2022A Bonds for certain investors as provided in the Act, (7) the issuance, sale or delivery of the Series 2022A Bonds, or (8) the collection of the Series 2022A Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2022A Bonds.

(k) Except as otherwise may be disclosed in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or

secured by a pledge of the 2022A Trust Estate pledged to the Series 2022A Bonds with a lien thereon prior to or on a parity with the lien of the Series 2022A Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter.

(o) Other than as disclosed in the Limited Offering Memorandum, the District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on _____, 2022, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2022A Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2022A Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2022A Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2022A Bonds, but neither the failure to print such number on any Series 2022A Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2022A Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2022A Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2022A Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2022A Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents and the Series 2022A Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2022A Bonds all such action as in the reasonable opinions of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2022A Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) Certificates, dated the date of Closing regarding the Limited Offering Memorandum and no default;

(2) The Bond Resolution and the Assessment Resolutions, certified by authorized officers of the District under its seal as a true and correct copy and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) Executed copies of the Master Trust Indenture and Fourth Supplemental Indenture;

(4) The Limited Offering Memorandum, executed on behalf of the District by the Chairman or Vice Chairman of its Board, and each supplement or amendment, if any, thereto;

(5) A certificate of the District, dated the date of Closing, signed on its behalf by the Chairman, Vice Chairman or a Designated Member and the Secretary or an Assistant Secretary of its Board, in substantially the form of Exhibit D hereto;

(6) An opinion, dated the date of Closing, of Akerman LLP, Jacksonville, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(7) A supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (i) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to them; (ii) the Series 2022A Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the "1939 Act") and it is not necessary in connection with the sale of the Series 2022A Bonds to the public to register the Series 2022A Bonds under the 1933 Act, or to qualify the Indenture under the 1939 Act; (iii) Bond Counsel has reviewed the statements contained in the Official Statement under the sections captioned "DESCRIPTION OF THE SERIES 2022A BONDS" (other than any information therein relating to DTC or the book-entry system) and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS" and are of the opinion that insofar as such statements purport to summarize certain provisions of the Series 2022A Bonds and the Indenture, that such statements fairly represent the documents purported to be summarized therein; and (iv) Bond Counsel has also reviewed the statements contained in the Official Statement under the section captioned "TAX MATTERS" and is of the opinion that insofar as such sections purport to summarize the provisions of the Internal Revenue Code of 1986, as amended, and applicable laws of the State of Florida, such statements are correct as to matters of law;

(8) An opinion, dated the date of Closing, of KE Law Group, PLLC, Tallahassee, Florida, District Counsel, in substantially the form attached hereto as Exhibit E;

(9) Copies of the Master and Neighborhood Special Assessment Methodology Report, dated February 7, 2019 prepared by Governmental Management Services, LLC as supplemented by the [Supplemental Special Assessment Methodology Report] dated _____, 2022, prepared by Wrathell, Hunt and Associates, LLC, as the methodology consultant ("Methodology Consultant"), and a certificate from the Methodology Consultant in substantially the form attached hereto as Exhibit F;

(10) An opinion, dated the date of Closing and addressed to the Underwriter, the Issuer and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to the Underwriter and Issuer and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(11) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit G and opinion(s) of counsel to the Developer in substantially the form included herein as Exhibit H (which may be addressed to such parties listed in Exhibit G in one or more separate opinions);

(12) Copies of the Master Engineer's Report dated August 27, 2019 as supplemented by the Supplemental Engineer's Report Series 2022A Bonds (Units 8, 10 and 15), dated [April 21, 2022], and prepared by England-Thims & Miller, Inc. (the "Consulting Engineer") and a certificate from the Consulting Engineer, in substantially the form attached hereto as Exhibit I dated the date of Closing and addressed to the Issuer and the Underwriter;

(13) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2022A Bonds will be used in a manner that would cause the Series 2022A Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(14) Specimen Bonds;

(15) A copy of the executed Letter of Representations between the District and The Depository Trust Company, New York, New York;

(16) Executed copies of the Financing Documents;

(17) A certificate executed by the District Manager that all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;

(18) Evidence of compliance with the requirements of Section 189.051, Florida Statutes;

(19) Executed copy of the Tri-Party Agreement Relating to Acknowledgment of Jurisdiction of Special Assessments and Subordination of Interests by and between the District, the Developer and Fidelity Land, LLC;

(20) Executed copy by the Developer of the Declaration of Consent to Jurisdiction of Three Rivers Community Development District and to Imposition of Series 2022A Assessments; and

(21) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2022A Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the

due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2022A Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance and delivery and payment for the Series 2022A Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Series 2022A Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2022A Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (1) enacted or adopted by the United States, (2) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (3) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2022A Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially

adversely affects the market for the Series 2022A Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022A Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2022A Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022A Bonds to be purchased by them; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2022A Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2022A Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, Limited Offering Memorandum or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2022A Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2022A Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2022A Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2022A Bonds, or the Series 2022A Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (1) the market price or the marketability of the Series 2022A Bonds, or (2) the ability of the Underwriter to enforce contracts for the sale of the Series 2022A Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially

adversely affects the market for the Series 2022A Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022A Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2022A Bonds or obligations of the general character of the Series 2022A Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2022A Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022A Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2022A Bonds, the Bond Resolution, the Assessment Resolutions, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2022A Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2022A Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2022A Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Wrathell, Hunt and Associates, LLC, as District Manager and Methodology Consultant, England-Thims & Miller, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's counsel; (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2022A Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by them in connection with their offering and distribution of the Series 2022A Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (a) the purchase and sale of the Series 2022A Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the

Series 2022A Bonds, (e) the Underwriter has financial and other interests that differ from those of the District, and (f) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, FL 32789
Attn: Brett Sealy

The District: Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell, District Manager
Phone: (561) 571-0010

Copy to: KE Law Group, PLLC
P.O. Box 10230
Tallahassee, FL 32302
Attn: Wes Haber, Esq.

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriter; (b) the delivery of and payment for the Series 2022A Bonds pursuant to this Bond Purchase Agreement; or (c) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chairman, Vice Chairman or a Designated Member of the Board and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue

(i) \$_____ of its Special Assessment Bonds, Series 2022A-1 for the purposes of (1) refunding the Refunded Series 2021B Bonds; (2) financing the Cost of the acquisition, construction, installation and equipping of the 2022A Project; (3) paying certain costs associated with the issuance of the Series 2022A-1 Bonds; (4) paying a portion of the interest accruing on the Series 2022A-1 Bonds, and (v) funding the 2022A-1 Reserve Account.

(ii) \$_____ of its Special Assessment Bonds, Series 2022A-2 for the purposes of (1) refunding the Refunded Series 2021B Bonds; (2) financing the Cost of the acquisition, construction, installation and equipping of the 2022A Project; (3) paying certain costs associated with the issuance of the Series 2022A-2 Bonds; (4) paying a portion of the interest accruing on the Series 2022A-2 Bonds, and (v) funding the 2022A-2 Reserve Account.

The Series 2022A-1 Bonds are expected to be repaid from 2022A Pledged Revenues and 2022A Pledged Funds and Accounts (except for the 2022A Rebate Account), (together, the "2022A Trust Estate") over a period of approximately __ years, __ months and __ week. At a true interest cost of approximately _____%, total interest paid over the life of the Series 2022A-1 Bonds will be \$_____.

The Series 2022A-2 Bonds are expected to be repaid from the 2022A Trust Estate over a period of approximately __ years, __ months and __ week. At a true interest cost of approximately _____%, total interest paid over the life of the Series 2022A-1 Bonds will be \$_____.

(b) The source of repayment for the Series 2022A-1 Bonds is the 2022A Trust Estate. Authorizing this obligation will result in an average of approximately \$____5 not being available to finance other services of the Issuer every year for approximately __ (__) years. The source of repayment for the Series 2022A-2 Bonds is the 2022A Trust Estate. Authorizing this obligation will result in an average of approximately \$____ not being available to finance other services of the Issuer every year for approximately __ (__) years.

20. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO BOND PURCHASE AGREEMENT
(THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT)**

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

Accepted by:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: Liam O'Reilly

Title: Chairman, Board of Supervisors

EXHIBIT A

AMOUNT, INTEREST RATE, MATURITY, YIELD, PRICE AND CUSIP NO. †

\$ _____
**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-1**

\$ _____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____ †

\$ _____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____ †

\$ _____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____ †

\$ _____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____ †

REDEMPTION PROVISIONS

Redemption Provisions

[No] Optional Redemption. The Series 2022A-1 Bonds are [not] subject to redemption at the option of the District prior to maturity[, in whole or in part, on any date, at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date].

Mandatory Sinking Fund Redemption. The Series 2022A-1 Bonds maturing May 1, 20____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$

*

† CUSIP numbers have been assigned to the Series 2022A-1 Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2022A-1 Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

* Final Maturity.

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$

*

* Final Maturity.

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$

*

* Final Maturity.

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment
	\$

*

* Final Maturity.

Any Series 2022A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2022A-1 Bonds.

Upon redemption or purchase of a portion of the Series 2022A-1 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2022A-1 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022A-1 Bonds.

Extraordinary Mandatory Redemption. The Series 2022A-1 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2022A-1 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2022A-1 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the 2022A Project by application of moneys transferred from the 2022A Acquisition and Construction Account to the 2022A-1 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2022A-1 Prepayment Account from the prepayment of Series 2022A-1 Assessments and from amounts deposited into the 2022A-1 Prepayment Account from other sources; or

(iii) When the amount on deposit in the 2022A-1 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A-1 Bonds then Outstanding as provided in the Supplemental Indenture.

Redemption from Excess Acquisition and Construction Account Proceeds. Moneys in the 2022A Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022A-2 Bonds until all Series 2022A-2 Bonds have been retired and then to redeem Outstanding Series 2022A-1 Bonds.

EXHIBIT B

AMOUNT, INTEREST RATE, MATURITY, YIELD, PRICE AND CUSIP NO. †

\$ _____
**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-2**

Maturity (May 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP No. †
	\$	%	%		

No Optional Redemption. The Series 2022A-2 Bonds are not subject redemption prior to scheduled maturity at the option of the Issuer.

Extraordinary Mandatory Redemption. The Series 2022A-2 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part by lot and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the 2022A Project by application of moneys transferred from the 2022A Acquisition and Construction Account to the 2022A-2 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2022A-2 Prepayment Account from the prepayment of Series 2022A-2 Assessments and from amounts deposited into the 2022A-2 Prepayment Subaccount from other sources; or

(iii) When the amount on deposit in the 2022A-2 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A-2 Bonds then Outstanding as provided in the Supplemental Indenture.

† CUSIP numbers have been assigned to the Series 2022A-2 Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2022A-2 Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

Redemption from Excess Acquisition and Construction Account Proceeds. Moneys in the 2022A Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022A-2 Bonds until all Series 2022A-2 Bonds have been retired and then to redeem Outstanding Series 2022A-1 Bonds.

EXHIBIT C

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)**

\$ _____
**SPECIAL ASSESSMENT BONDS,
SERIES 2022A-1**

\$ _____
**SPECIAL ASSESSMENT BONDS,
SERIES 2022A-2**

DISCLOSURE STATEMENT

_____, 2022

Three Rivers Community Development District
Nassau County, Florida

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (collectively, the "Series 2022A Bonds"), MBS Capital Markets, LLC, as underwriter (the "Underwriter"), having purchased the Series 2022A Bonds pursuant to a Bond Purchase Agreement dated _____, 2022 (the "Purchase Agreement"), between the Underwriter and Three Rivers Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2022A Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$_____ (____%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2022A Bonds is \$_____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2022A Bonds.

(d) The components of the Underwriter's discount are as follows:

	Per \$1,000	
Management Fee:	_____ or _____	\$ _____
Takedown:	_____ or _____	_____
Expenses:	_____ or _____	_____
	_____	\$ _____

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2022A Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, FL 32789

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

[SIGNATURE PAGE TO EXHIBIT C - DISCLOSURE STATEMENT]

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
Total	<u> </u> \$ <u> </u>

EXHIBIT D

CERTIFICATE OF DISTRICT

The undersigned, as Chairman and Secretary, respectively, of the Board of Supervisors of Three Rivers Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(5) of the Bond Purchase Agreement, dated _____, 2022, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of \$_____ aggregate principal amount of its Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and \$_____ aggregate principal amount of its Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds") as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

1. Liam O'Reilly is the duly appointed and acting Chairman, and _____ is the duly appointed and acting Secretary/Assistant Secretary of the Board of Supervisors of the District, authorized by resolution of the Board of Supervisors of the District pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board of Supervisors of the District:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Liam O'Reilly	Chairman	November 2024
Michael C. Taylor	Vice Chairman	November 2022
Gregg Kern	Assistant Secretary	November 2022
Rose Bock	Assistant Secretary	November 2024
Graydon E. Miars	Assistant Secretary	November 2022

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the District, holding the office of appointment set forth opposite their names, respectively:

<u>Name</u>	<u>Title</u>
Liam O'Reilly	Chairman
Michael C. Taylor	Vice Chairman
Gregg Kern	Assistant Secretary
Rose Bock	Assistant Secretary
Graydon E. Miars	Assistant Secretary
Craig Wrathell	Secretary and Treasurer
Jeff Pinder	Assistant Treasurer

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board of Supervisors of the District holding the office set forth opposite his name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on February 8, 2019 and _____, 2022 duly adopted Resolution Nos. 2019-26 and 2022-___, respectively, true and correct copies of which are attached hereto (together, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. The Board of Supervisors of the District duly adopted Resolution No. 2022-___, on _____, 2022, following a public hearing conducted in accordance with the Act, to fix and establish the Special Assessments and the benefitted property, a true and correct copy of which is attached hereto, which Resolution shall remain in full force and effect on the date hereof.

7. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the Series 2022 Assessments.

8. Upon authentication and delivery of the Series 2022A Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolutions or the Indenture with respect to the Series 2022A Bonds.

9. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

10. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2022A Bonds pursuant to the Bond Purchase Agreement, the Bond Resolution, the Assessment Resolutions and the Indenture.

11. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

12. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum (but without intending to address the sections titled "THE DEVELOPMENT," "THE DEVELOPER," or "LITIGATION – The Developer") did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact

required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system. Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

13. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened against the District in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Series 2022A Bonds or the imposition, levy and collection of the Series 2022A Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Series 2022A Bonds, (b) questioning or affecting the validity of any provision of the Series 2022A Bonds, the Bond Resolution, the Assessment Resolutions, the Series 2022A Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2022A Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2022A Assessments, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Series 2022A Bonds from federal income taxation, or (h) contesting the exemption from taxation of either Series of the Series 2022A Bonds and the interest thereon under Florida law or the legality for investment therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have hereunder set our hands this __ day of _____, 2022.

(SEAL)

By: _____
Liam O'Reilly
Chairman, Board of Supervisors
Three Rivers Community Development District

By: _____

Secretary/Assistant Secretary, Board of
Supervisors
Three Rivers Community Development District

EXHIBIT E

FORM OF DISTRICT COUNSEL'S OPINION

_____, 2022

Three Rivers Community Development District
Nassau County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank Trust Company, National Association, as Trustee
Fort Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: \$_____ Three Rivers Community Development District Special Assessment
 Revenue Bonds, Series 2022-1
 \$_____ Three Rivers Community Development District Special Assessment
 Revenue Bonds, Series 2022-2

Ladies and Gentlemen:

We serve as counsel to the Three Rivers Community Development District ("District"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$_____ Three Rivers Community Development District (Nassau County, Florida) Special Assessment Bonds, Series 2022A-1 ("Series 2022A-1 Bonds") and its \$_____ Three Rivers Community Development District (Nassau County, Florida) Special Assessment Bonds, Series 2022A-2 ("Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds"). This letter is delivered to you pursuant to Section 3.01(2) of the Master Indenture (defined below) and Section 8(c)(8) of the Bond Purchase Agreement (referenced below) and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 2018-47, enacted by the Board of County Commissioners of Nassau County, Florida, which was effective as of January 17, 2019 ("Establishment Ordinance");

2. the Master Trust Indenture, dated as of September 1, 2019 ("Master Indenture"), as supplemented by the Fourth Supplemental Trust Indenture, dated as of _____ 1, 2022 ("Fourth Supplemental Trust Indenture," and together with the Master Indenture, "Indenture"), each by and between the District and U.S. Bank National Association, as trustee ("Trustee");
3. Resolution Nos. 2019-26 and 2022-____, adopted by the District on February 8, 2019 and April __, 2022 respectively ("Bond Resolution");
4. the *Master Engineer's Report*, dated August 27, 2019 ("Master Engineer's Report") and the *Supplemental Engineer's Report Series 2022A Bonds (Units 8, 10 and 15)* dated [April 21, 2022] ("Supplemental Report", together with the Master Engineer's Report, the "Engineer's Report"), which describes among other things, the "Project";
5. *Master and Neighborhood Special Assessment Methodology Report*, dated February 7, 2019, and the [*Supplemental Special Assessment Methodology Report*] dated _____ __, 2022 (collectively, "Assessment Methodology");
6. Resolution Nos. 202204 2022-05, 2022-____, 2022-__ and 2022-__ (collectively, "Assessment Resolution"), establishing the debt service special assessments ("Debt Assessments") securing the Bonds;
7. the *Final Judgment* issued on April 15, 2019, and by the Circuit Court for the Fourth Judicial Circuit in and for Nassau County, Florida in Case No. 19-CA-000081, and Certificate of No Appeal issued on May 24, 2019;
8. the Preliminary Limited Offering Memorandum dated _____ __, 2022 ("PLOM") and Limited Offering Memorandum dated _____ __, 2022 ("LOM");
9. certain certifications by MBS Capital Markets, LLC ("Underwriter"), as underwriter to the sale of the Bonds;
10. certain certifications of England-Thims & Miller, Inc. as "District Engineer";
11. certain certifications of Wrathell, Hunt and Associates, LLC as "District Manager and Assessment Consultant";
12. general and closing certificate of the District;
13. an opinion of Akerman LLP ("Bond Counsel") issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Aponte & Associates Law Firm ("Trustee Counsel") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. opinion of [**Rogers Towers, P.A.**] as counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. the following agreements (collectively, "Bond Agreements"):
 - (a) the Continuing Disclosure Agreement dated _____ __, 2022, by and among the District, Three Rivers Developers, LLC ("Developer") and a dissemination agent;

- (b) the Bond Purchase Agreement between Underwriter and the District and dated _____, 2022 ("BPA");
 - (c) the Acquisition Agreement between the District and the Developer and dated _____, 2022;
 - (d) the Completion Agreement between the District and the Developer and dated _____, 2022;
 - (e) the True-Up Agreement between the District and the Developer and dated _____, 2022; and
 - (f) the Collateral Assignment between the District and the Developer and dated _____, 2022;
- 17. a Declaration of Consent to Jurisdiction executed by the Developer; and
 - 18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2. and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. *Authority* – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* ("Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. *Assessments* – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt

Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. *Agreements* – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. *Validation* – The Bonds have been validated by a final judgment of the Circuit Court in and for Nassau County, Florida, of which no timely appeal was filed.

5. *Governmental Approvals* – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. *PLOM and LOM* – The District has duly authorized the delivery and distribution by the Underwriter of the PLOM and the execution, delivery and distribution of the LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS – Developer Prepayment Waiver," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY," "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. *Litigation* – There is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt

Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. *Compliance with Laws* – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. *Authority to Undertake the Project* – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government

(including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial or project information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KE LAW GROUP, PLLC

EXHIBIT F

CERTIFICATE OF WRATHELL, HUNT AND ASSOCIATES, LLC

I, _____, Managing Partner of Wrathell, Hunt and Associates, LLC, do hereby certify to Three Rivers Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of \$_____ aggregate principal amount of Special Assessment Revenue Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds"), and \$_____ aggregate principal amount of Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds") (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated _____, 2022 (the "Limited Offering Memorandum"), of the District relating to the Series 2022A Bonds):

Wrathell, Hunt and Associates, LLC has acted as District Manager and Methodology Consultant to the District in connection with the issuance of the Series 2022A Bonds and has been retained by the District to prepare the [Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2022] dated _____, 2022 comprising a part of the Assessment Proceedings of the District (the "Report");

- (i) the Series 2022A Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2022 Assessments, are sufficient to enable the District to pay the debt service on the Series 2022A Bonds through the final maturity thereof;
- (ii) the Series 2022A Assessments provide a special benefit to the properties assessed and the Series 2022 Assessments are fairly and reasonably allocated to the properties assessed;
- (iii) Wrathell, Hunt and Associates, LLC consents to the use of the Report included as composite Appendix D to the Limited Offering Memorandum;
- (iv) Wrathell, Hunt and Associates, LLC consents to the references to the firm in the Limited Offering Memorandum;
- (v) the Report was prepared in accordance with all applicable provisions of Florida law;
- (vi) as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, the 2022A Project, or any information provided by us, and the Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

- (vii) the information contained in the Limited Offering Memorandum under the heading "ASSESSMENT METHODOLOGY," is true and correct in all material respects, and, such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;
- (viii) except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable;
- (ix) the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and
- (x) as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2022A Bonds, or in any way contesting or affecting the validity of the Series 2022A Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2022A Bonds, or the existence or powers of the District.

IN WITNESS WHEREOF, the undersigned has set his hand this __ day of _____, 2022.

WRATHELL, HUNT AND ASSOCIATES, LLC

By: _____
 Name: _____
 Title: _____

EXHIBIT G

FORM OF CERTIFICATE OF DEVELOPER

The undersigned, the duly authorized representative of Three Rivers Developers, LLC, as the developer (the "Developer") of the development known as Three Rivers (the "Development"), does hereby certify to the THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT (the "District") and MBS CAPITAL MARKETS, LLC (the "Underwriter") that:

1. This certificate is delivered by the Developer to enable the Underwriter to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934 (the "Rule") in connection with the offering and sale by the District of its \$_____ Three Rivers Community Development District Special Assessment Revenue Bonds, Series 2022 (the "Series 2022A-1 Bonds"), and \$_____ Three Rivers Community Development District Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds") . Capitalized terms that are used in this certificate and not otherwise defined shall have the meanings assigned to such terms in the Limited Offering Memorandum, dated _____, 2022 (the "Limited Offering Memorandum") and the Bond Purchase Agreement, dated _____, 2022, between the Underwriter and the District (the "Bond Purchase Agreement").

2. The information contained in the Limited Offering Memorandum under the heading "THE DEVELOPER" and, as it pertains to the Developer and its interest in the Development, under the headings "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT," "THE DEVELOPMENT," "CONTINUING DISCLOSURE" (as to the Developer) and "LITIGATION - The Developer" contains no untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

3. There has been no action taken by or omitted by the Developer that impairs the contemplated transactions by the District with respect to the Series 2022A Bonds, including: (a) the issuance and sale of the Series 2022A Bonds upon the terms set forth in the Bond Purchase Agreement; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the 2022A Project (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2022A Bonds, the Master Trust Indenture dated as of September 1, 2019 (the "Master Indenture"), as supplemented by the Fourth Supplemental Trust Indenture dated as of _____, 2022 (the "Fourth Supplemental Indenture," and, together with the Master Indenture, the "Indenture") with respect to the Series 2022A Bonds, the Continuing Disclosure Agreement, the True-Up Agreement, the Completion Agreement, the Acquisition Agreement, the Declaration of Consent to Jurisdiction of Three Rivers Community Development District and to Imposition of Series 2022A Assessments, the Collateral Assignment, and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering

Memorandum and the Indenture. The Developer acknowledges and consents to those provisions of the Bond Purchase Agreement which reference it.

4. The consummation of the transactions described in the Limited Offering Memorandum does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the Developer is subject or by which it or its properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum does not, on the date hereof, and will not at the time of such consummation, to the best of the Developer's knowledge, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing constitution, laws, court or administrative rule or regulations, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force and effect on the date hereof, which would have a material adverse effect on the Series 2022A Bonds or the Development.

5. The Developer is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the Series 2022A Bonds or the Development.

6. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or threatened, to the best of the Developer's knowledge, against the Developer: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2022A Bonds or the application of the proceeds thereof, or the levy or collection of the Series 2022A Assessments, (b) contesting or affecting the authority for the issuance of the Series 2022A Bonds or the validity or enforceability of the Series 2022A Bonds, the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Acquisition Agreement, the Completion Agreement, the True-Up Agreement, the Collateral Assignment, or the Declaration of Consent to Jurisdiction of Three Rivers Community Development District and to Imposition of Series 2022A Assessments, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, including its power to develop the Development.

7. That portion of the District property securing the Series 2022A Assessments for the Series 2022A Bonds is free and clear of any commercial mortgage encumbrance (i.e., non single-family home mortgages obtained by homeowners) other than as disclosed in the Limited Offering Memorandum.

8. The Developer is complying in all material respects with all provisions of applicable law in all material matters relating to the Development and the District and its undertaking as described in the Limited Offering Memorandum and the Indenture including applying for all necessary permits. The Developer hereby certifies that: (a) it has the appropriate land use and zoning approvals under the Comprehensive Plan for Nassau County, Florida and the Land Development Code approved by the County to permit the development of

the Development and the construction of the improvements as described in the Limited Offering Memorandum under the headings of "THE DEVELOPMENT," "THE DEVELOPER" and "LITIGATION – The Developer", (b) the Developer is not in default of any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the 2022A Project (as described in the Limited Offering Memorandum), and (c) assuming compliance by the Developer with the material conditions of the Comprehensive Plan and Land Development Code for the County, and zoning requirements, all of which conditions, as they exist as of the date hereof, are within the control of the Developer (subject to applicable future permitting requirements and dedications as identified in the Limited Offering Memorandum) and upon issuance of applicable future permits, the 2022A Project and the District will be able to be developed as described in the Limited Offering Memorandum.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Developer as of this ___ day of _____, 2022.

THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT H
FORM OF OPINION OF DEVELOPER'S COUNSEL
_____, 2022

Three Rivers Community Development District
Nassau County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Three Rivers Community Development District (Nassau County, Florida) \$_____ Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and its \$_____ Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds" and collectively with the Series 2022A-1 Bonds, the "Series 2022A Bonds")

Ladies and Gentlemen:

We have acted as counsel to Three Rivers Developers, LLC, a Delaware limited liability company (the "Developer"), in connection with certain land use matters.

In rendering the opinions set forth herein, we have examined the Limited Offering Memorandum dated _____, 2022 relating to the Three Rivers Community Development District Special Assessment Revenue Bonds, Series 2022A (the "Limited Offering Memorandum"), that certain Development Order establishing the Three Rivers Development of Regional Impact, as amended (Nassau County Resolution No. 2006-126, as amended), the Three Rivers Development Planned Unit Development (Nassau County Ordinance No. 2006-68, as amended), the Future Land Use Map of the Nassau County Comprehensive Plan designating the Three Rivers DRI property as Multi-Use (Nassau County Ordinance No. 2006-67), the Community Park Development Agreement (the "Development Agreement") by and between the Developer and the Board of County Commissioners of Nassau County, Florida dated February 25, 2019 [and the Transportation Mobility Contribution Credit Agreement between the Developer and the Board of County Commissioners of Nassau County, Florida dated October 28, 2019 and the Letter Agreement for Design, Permitting and Construction of Fire Station between Developer and Nassau County dated March 3, 2021] (collectively, but excluding the Limited Offering Memorandum, the "Entitlement Documents"). We have also examined and relied on originals or copies of such instruments, certificates and documents as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including a certificate issued by the Developer for our benefit. We have not undertaken independent examination, investigation or inspection of the matters described or contained in such instruments and documents and have relied solely on the facts and circumstances described and set forth therein. Capitalized terms used herein and not defined are used as defined in the Limited Offering Memorandum.

In rendering the opinions expressed herein, we have assumed (i) the genuineness of the signatures of all persons executing instruments or documents examined or relied upon by us; (ii) the compliance by the Developer with all covenants and agreements contained in such

instruments or documents; (iii) the authenticity of all instruments and documents submitted to us as originals; (iv) the conformity to the originals of all instruments and documents submitted to us as copies; (v) that all instruments, certificates and documents we have examined, and the signatures of all parties thereon, have been duly and validly authorized, executed and delivered by, and are the legal, valid and binding obligations of the parties thereto and are enforceable against such parties; and (vi) in particular, that the Entitlement Documents have been duly and validly authorized, adopted, enacted and approved by Nassau County, Florida, and, in the case of the Development Agreement, by all requisite limited liability company action of the Developer and all requisite limited liability company, corporate and partnership action of the Developer's parents, subsidiaries and affiliates. We call your attention to the fact that we are rendering no opinion as to any of the matters set forth under the captions "Land Use Plan/Phasing," "Permitting," and "Environmental" under the heading "THE DEVELOPMENT" in the Limited Offering Memorandum.

Based on the foregoing, we are of the opinion that:

The Development is properly zoned pursuant to the Nassau County Land Development Code and is properly designated on the Future Land Use Map of the Nassau County 2030 Comprehensive Plan for its intended use as set forth under the caption "Entitlements/Zoning" under the heading "THE DEVELOPMENT" in the Limited Offering Memorandum.

Except as disclosed in the Limited Offering Memorandum, to our actual knowledge, there is no default by the Developer of any of the conditions of the Entitlement Documents which would adversely affect the Developer's ability to complete the development of the 2022A Project or the Development as described in the Limited Offering Memorandum (including Appendices C and D thereto).

Based upon our limited participation in the review of the information contained in the Limited Offering Memorandum under the caption "THE DEVELOPMENT – Entitlements/Zoning," we have no reason to believe that such portion of the Limited Offering Memorandum contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

We are licensed to practice law in the State of Florida and for purposes of this opinion do not hold ourselves out as experts on the law of any other jurisdiction other than the State of Florida. This opinion is rendered to you and is solely for your benefit to be used only in connection with the matters stated herein. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

ROGERS TOWERS, P.A.

By: _____
Emily G. Pierce
For the Firm

EXHIBIT I

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

_____, 2022

Board of Supervisors
Three Rivers Community Development District
Nassau County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Three Rivers Community Development District \$_____ Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and \$_____ Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Three Rivers Community Development District (the "District"). This Certificate is furnished pursuant to Section 8(c)(12) of the Bond Purchase Agreement dated _____, 2022 between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the above-captioned Series 2022A Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated _____, 2022 relating to the Series 2022A Bonds (the "Limited Offering Memorandum").

1. England-Thims & Miller, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Engineer's Report of Consulting Engineer (the "Report") included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report was prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Report, personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the 2022A Project. The 2022A Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its

date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the respective date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT" and in Appendix "C" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as defined in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the 2022A Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the 2022A Project as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The proceeds of the Series 2022A Bonds deposited in the Series 2022A Acquisition and Construction Account created under the Indenture together with the investment earning thereon shall be sufficient to complete the portion of the 2022A Project to be financed with proceeds of the Series 2022A Bonds.

ENGLAND-THIMS & MILLER, INC.

By: _____
Name: _____
Title: _____

C-Preliminary Limited Offering Memorandum

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED _____, 2022

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel (as hereinafter defined), under existing statutes, regulations, published rulings and court decisions, and assuming compliance by the District with the tax covenants described herein and the accuracy of certain representations included in the closing transcript for the Series 2022A Bonds (as hereinafter defined), interest on the Series 2022A Bonds is, under Section 103 of the Code (as hereinafter defined), excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. See "TAX MATTERS" herein.

\$_____*

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-1**

\$_____*

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-2**

Dated: Date of Original Issuance

Due: May 1, as shown on inside cover

The \$_____ * Three Rivers Community Development District Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and the \$_____ * Three Rivers Community Development District Special Assessment Bonds, Series 2022A-2 (the "Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds") are being issued by the Three Rivers Community Development District (the "District") pursuant to a Master Trust Indenture, dated as of September 1, 2019 (the "Master Indenture"), as supplemented and amended from time to time, particularly as supplemented by that certain Fourth Supplemental Trust Indenture, dated as of _____ 1, 2022 (the "Fourth Supplemental Indenture" and, together with the Master Indenture, the "2022A Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee (the "Trustee"). See "APPENDIX A – COPY OF THE MASTER INDENTURE AND FORM OF THE FOURTH SUPPLEMENTAL INDENTURE" attached hereto.

The Series 2022A Bonds are being issued only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof; provided, however that the Series 2022A Bonds shall be delivered to the initial purchasers thereof only in minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. All capitalized terms used herein and not otherwise expressly defined herein shall have the respective meanings set forth in the 2022A Indenture. The Series 2022A Bonds will bear interest at the fixed rates as set forth on the inside cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2022. See "DESCRIPTION OF THE SERIES 2022A BONDS" herein. The Series 2022A Bonds, when issued, will be registered in the name of Cede & Co., as registered owner, and nominee for The

* Preliminary; subject to change.

Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2022A Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2022A Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to the DTC's Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC's Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2022A Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2022A Bond. See "BOOK-ENTRY ONLY SYSTEM" herein.

The District is a local unit of special-purpose government of the State of Florida (the "State"), duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 2018-47 enacted by the Board of County Commissioners of Nassau County, Florida (the "County") on January 14, 2019, and effective on January 17, 2019. The Series 2022A Bonds are being issued by the District pursuant to the Act, and Resolution No. 2019-26 adopted by the Board of Supervisors of the District (the "Board") on February 8, 2019, as supplemented by Resolution No. 2022-__ adopted by the Board on April __, 2022.

Net proceeds of the Series 2022A Bonds will be applied to: (i) currently refund the Refunded Series 2021B Bonds (as hereinafter defined), (ii) finance the Cost of the acquisition, construction, installation and equipping of the 2022A Project (as hereinafter defined); (iii) pay certain costs associated with the issuance of the Series 2022A Bonds; (iv) pay a portion of the interest accruing on the Series 2022A Bonds, respectively; and (v) fund the 2022A-1 Reserve Account and 2022A-2 Reserve Account. See "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein. **[JUST THE PROCEEDS FROM THE SERIES 2022A-2 BONDS ARE BEING USED TO REFUND THE SERIES 2021B BONDS? / PROCEEDS FROM BOTH SERIES ARE BEING USED TO FUND THE PROJECT?]**

Tributary (also referred to herein as the "Development") encompasses approximately 1,546 acres located in the County and is planned to be developed into multiple residential and commercial tracts linked by a comprehensive network of pedestrian and multi-purpose pathways. The first phase of the Development ("Phase 1A") encompasses approximately 461 gross acres of which approximately fifty-eight (58) gross acres were conveyed to the County for a park. The second phase of the Development ("Phase 1B") encompasses approximately 420 gross acres and is planned for 722 conventional residential lots. The third phase of the Development ("Phase 2") encompasses [___] gross acres and is planned for 1,800 conventional residential units.

The Series 2022A Bonds will be payable from and secured by (i) revenues (the "2022A Pledged Revenues") derived from Special Assessments (as hereinafter defined) imposed, levied and collected by the District (a) on that portion of [Phase 1B] specially benefitted by the 2022A Project or any portion thereof, which correspond in amount to the debt service on the Series 2022A-1 Bonds (the "Series 2022A-1 Assessments"), and (b) on that portion of [Phase 1B] specially benefitted by the 2022A Project or any portion thereof, which Special Assessments

correspond in amount to the debt service on the Series 2022A-2 Bonds (the "Series 2022A-2 Assessments" and, together with the Series 2022A-1 Assessments, the "Series 2022A Assessments"), with respect to the assessable parcels comprising Units 8, 10 and 15, which are intended to be developed into [___] residential lots benefitted by the 2022A Project ("Series 2022A Assessment Area"); and (ii) the Funds and Accounts (except for the 2022A Rebate Account and 2022A Costs of Issuance Account) established under the Fourth Supplemental Indenture (the "2022A Pledged Funds" and, together with the 2022A Pledged Revenues, the "2022A Trust Estate"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS," "THE CAPITAL IMPROVEMENT PROGRAM AND 2022A PROJECT" and "ASSESSMENT METHODOLOGY" herein.

The Series 2022A-1 Bonds are subject to [optional,] mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. The Series 2022A-2 Bonds are subject only to extraordinary mandatory redemption at the times as more fully described herein. See "DESCRIPTION OF THE SERIES 2022A BONDS – Redemption Provisions – Series 2022A-1 Bonds" and " – Series 2022A-2 Bonds" herein.

THE SERIES 2022A BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2022A TRUST ESTATE PLEDGED THEREFOR UNDER THE FOURTH SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE FOURTH SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2022A ASSESSMENTS TO SECURE AND PAY THE SERIES 2022A BONDS. THE SERIES 2022A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2022A Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2022A Bonds. The Series 2022A Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2022A Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2022A Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The sale of the Series 2022A Bonds to the initial purchasers is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Akerman LLP, Jacksonville,

Florida, Bond Counsel, as to the validity of the Series 2022A Bonds and the excludability of interest on the Series 2022A Bonds from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock, LLP, Tallahassee, Florida. Certain legal matters will be passed upon by Greenberg Traurig, P.A., Orlando, Florida, as Underwriter's Counsel. It is expected that the Series 2022A Bonds will be delivered in book-entry only form through the facilities of DTC on or about _____, 2022.

MBS Capital Markets, LLC

Dated: _____, 2022

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS[†]**

\$_____*

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-1**

\$_____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____[†]

\$_____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____[†]

\$_____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____[†]

\$_____ * - ____% Series 2022A-1 Term Bond due May 1, 20____,
Yield ____%, Price _____, Initial CUSIP No. _____[†]

\$_____*

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-2**

Maturity (May 1)[*]	Principal Amount[*]	Interest Rate	Yield	Price	Initial CUSIP No.[†]
	\$	%	%		

* Preliminary; subject to change.

† CUSIP numbers have been assigned to the Series 2022A Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2022A Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Liam O'Reilly*, Chairman
Michael C. Taylor*, Vice Chairman
Gregg Kern*, Assistant Secretary
Rose Bock, Assistant Secretary
Graydon E. Miars*, Assistant Secretary

* Employee of the administrative member of the sole member of the Developer.

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt and Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kutak Rock, LLP
Tallahassee, Florida

BOND COUNSEL

Akerman LLP
Jacksonville, Florida

DISTRICT ENGINEER

England-Thims & Miller, Inc.
Jacksonville, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT OR THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2022A BONDS AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE SERIES 2022A BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OBTAINED FROM PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE DISTRICT AND THE UNDERWRITER TO BE RELIABLE. THE UNDERWRITER DOES NOT, HOWEVER, GUARANTY THE ACCURACY OR COMPLETENESS OF THIS INFORMATION AND SUCH INFORMATION IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE DEVELOPMENT OR THE DEVELOPER SINCE THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2022A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2022A BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") NOR HAS THE 2022A INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2022A BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY BE REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, WILL

HAVE PASSED UPON THE MERITS OF THE SERIES 2022A BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "INTENDS," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE DEVELOPER NOR THE DISTRICT PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS LIMITED OFFERING MEMORANDUM ARE FOR CONVENIENCE OR REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION OF ANY PROVISIONS OR SECTION IN THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE DISTRICT'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT THE DISTRICT, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART

OF, THIS OFFICIAL STATEMENT FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15c2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15c2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1).

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LIMITED OFFERING MEMORANDUM

\$_____*

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-1**

\$_____*

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
(NASSAU COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS,
SERIES 2022A-2**

INTRODUCTION

General

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page, and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Three Rivers Community Development District (the "District") of its \$_____* Special Assessment Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and the \$_____* Special Assessment Bonds, Series 2022A-2 Bonds (the "Series 2022A-2 Bonds" and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds")..

This introduction is not a summary of this Limited Offering Memorandum and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in the entire Limited Offering Memorandum, including the cover page and the appendices attached hereto, and the documents summarized or described herein. A full review should be made of the entire Limited Offering Memorandum and of the documents summarized or described herein, if necessary. The offering of the Series 2022A Bonds to potential investors is made only by means of the entire Limited Offering Memorandum, including the appendices attached hereto. No person is authorized to detach this Introduction from the Limited Offering Memorandum or to otherwise use it without the entire Limited Offering Memorandum including the appendices attached hereto.

All capitalized terms used herein and not otherwise expressly defined herein shall have the respective meanings set forth in the hereinafter defined 2022A Indenture. See "APPENDIX A – COPY OF THE MASTER INDENTURE AND FORM OF THE FOURTH SUPPLEMENTAL INDENTURE" attached hereto.

The District

The District is a local unit of special-purpose government of the State of Florida (the "State"), duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 2018-47 enacted by the County Board of County Commissioners of Nassau County, Florida (the "County") on January 14, 2019, and effective on January 17, 2019. The District was established for the purpose of, among other things, financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic

* Preliminary; subject to change.

infrastructure within and without the boundaries of the land to be governed by the District and related professional fees and other costs. For more complete information about the District, the Board (as hereinafter defined) and the District Manager (as hereinafter defined), see "THE DISTRICT" herein.

The Development (as hereinafter defined) encompasses approximately 1,546 acres located in the County and all of the Development is contained within the District boundaries.

Authority for Issuance

The Series 2022A Bonds are being issued by the District pursuant to the Act, and Resolution No. 2019-26 adopted by the Board of Supervisors of the District (the "Board") on February 8, 2019, as supplemented by Resolution No. 2022-___, adopted by the Board on April ___, 2022, and a Master Trust Indenture, dated as of September 1, 2019 (the "Master Indenture"), as supplemented and amended from time to time, particularly as supplemented by that certain Fourth Supplemental Trust Indenture, dated as of _____ 1, 2022 (the "Fourth Supplemental Indenture" and, together with the Master Indenture, the "2022A Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee (the "Trustee").

Description of the Series 2022A Bonds

The Series 2022A Bonds will bear interest at the fixed rates as set forth on the inside cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2022. See "DESCRIPTION OF THE SERIES 2022A BONDS" herein. The Series 2022A Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2022A Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2022A Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to the DTC's Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC's Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2022A Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2022A Bond. See "BOOK-ENTRY ONLY SYSTEM" herein.

Purpose of the Series 2022A Bonds

Net proceeds of the Series 2022A Bonds will be applied to: (i) currently refund the Refunded Series 2021B Bonds (as hereinafter defined), (ii) finance the Cost of the acquisition, construction, installation and equipping of the 2022A Project (as hereinafter defined); (iii) pay certain costs associated with the issuance of the Series 2022A Bonds; (iv) pay a portion of the interest accruing on the Series 2022A Bonds, respectively; and (iv) fund the 2022A-1 Reserve Account and 2022A-2 Reserve Account. See "ESTIMATED SOURCES AND USES OF

FUNDS" and "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT" herein.

Security and Sources of Payment for the Series 2022A Bonds

The Series 2022A Bonds will be payable from and secured by (i) revenues (the "2022A Pledged Revenues") derived from Special Assessments (as hereinafter defined) imposed, levied and collected by the District (a) on that portion of [_____] specially benefitted by the 2022A Project or any portion thereof, which correspond in amount to the debt service on the Series 2022A-1 Bonds, and (b) on that portion of [_____] specially benefitted by the 2022A Project or any portion thereof, which correspond in amount to the debt service on the Series 2022A-2 Bonds, with respect to the assessable parcels comprising [_____] , which are intended to be developed into [_____] residential lots benefitted by the 2022A Project; and (ii) the Funds and Accounts (except for the 2022A Rebate Account and the 2022A Costs of Issuance Account) established under the Fourth Supplemental Indenture (the "2022A Pledged Funds" and, together with the 2022A Pledged Revenues, the "2022A Trust Estate"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS," "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT" and "ASSESSMENT METHODOLOGY" herein.

THE SERIES 2022A BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2022A TRUST ESTATE PLEDGED THEREFOR UNDER THE FOURTH SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE FOURTH SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2022A ASSESSMENTS TO SECURE AND PAY THE SERIES 2022A BONDS. THE SERIES 2022A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

Outstanding Bonds

The Series 2022A Bonds are the fourth series of securities issued by the District. See "THE DISTRICT – Outstanding Bonds" herein.

Continuing Disclosure

In order to assist the Underwriter (as hereinafter defined) in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), simultaneously with the issuance of the Series 2022A Bonds, the District, and the Developer (as hereinafter defined) will enter into the Continuing Disclosure Agreement (as hereinafter defined) with Wrathell, Hunt and Associates, LLC, as initial dissemination agent, under which the District and the Developer will provide continuing disclosure with respect to the Series 2022A Bonds. See

"THE DISTRICT," "THE DEVELOPER" and "CONTINUING DISCLOSURE" herein and "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto for more information regarding the District, the Developer and the Continuing Disclosure Agreement and the information to be provided.

Other Information

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

This Limited Offering Memorandum and the appendices attached hereto contain brief descriptions of, among other matters, the Series 2022A Bonds, the security and sources of payment for the Series 2022A Bonds, the District, the Developer, the Development (as hereinafter defined), the 2022A Project, the Series 2022A Assessments, the 2022A Indenture, the 2022A Engineers' Reports (as hereinafter defined), the 2022A Assessment Methodology Reports (as hereinafter defined), the Continuing Disclosure Agreement, and certain provisions of the Act. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Act, the 2022A Indenture, the 2022A Engineers' Reports, the 2022A Assessment Methodology Reports, the Continuing Disclosure Agreement and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and all references to the Series 2022A Bonds are qualified in their entirety to the definitive form thereof included in the 2022A Indenture. A copy of the Master Indenture and a form of the Fourth Supplemental Indenture, and the Continuing Disclosure Agreement are attached hereto as APPENDIX A and APPENDIX E, respectively. Copies of the 2022A Engineers' Reports and the 2022A Assessment Methodology Reports are attached hereto as APPENDIX C and APPENDIX D, respectively. Other relevant documents and information are available, upon written request and payment of a charge for copying, mailing and handling, from the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

DESCRIPTION OF THE SERIES 2022A BONDS

General Description

The Series 2022A Bonds will be dated the date of delivery and will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the inside cover page of this Limited Offering Memorandum. Interest on the Series 2022A Bonds will be payable semi-annually on each May 1 and November 1, commencing November 1, 2022, until maturity or prior redemption. U.S. Bank Trust Company, National Association is the initial Trustee, Paying Agent and Registrar for the Series 2022A Bonds.

The Series 2022A Bonds will be issued only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof; provided that the Series 2022A Bonds will be delivered to the initial purchasers in minimum denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof.

Upon initial issuance, the ownership of the Series 2022A Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Series 2022A Bonds will be made in book-entry only form. The Series 2022A Bonds will initially be offered and sold only to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2022A Bonds. See "BOOK-ENTRY ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT" herein.

Redemption Provisions – Series 2022A-1 Bonds

[No] Optional Redemption. The Series 2022A-1 Bonds are [not] subject to redemption at the option of the District prior to maturity[, in whole or in part, on any date, at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date].

Mandatory Sinking Fund Redemption. The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment
	\$

*

* Final Maturity.

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$

*

* Final Maturity.

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$

*

* Final Maturity.

The Series 2022A-1 Bonds maturing May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>
	\$

*

* Final Maturity.

Any Series 2022A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2022A-1 Bonds.

Upon redemption or purchase of a portion of the Series 2022A-1 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2022A-1 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022A-1 Bonds.

Extraordinary Mandatory Redemption. The Series 2022A-1 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2022A-1 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2022A-1 Bonds and as otherwise provided in the 2022A Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the 2022A Project by application of moneys transferred from the 2022A Acquisition and Construction Account to the 2022A-1 Prepayment Account in accordance with the terms of the 2022A Indenture; or

(ii) Amounts are deposited into the 2022A-1 Prepayment Account from the prepayment of Series 2022A-1 Assessments and from amounts deposited into the 2022A-1 Prepayment Account from other sources; or

(iii) When the amount on deposit in the 2022A-1 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A-1 Bonds then Outstanding as provided in the Supplemental Indenture.

Redemption from Excess Acquisition and Construction Account Proceeds. Moneys in the 2022A Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022A-2 Bonds until all Series 2022A-2 Bonds have been retired and then to redeem Outstanding Series 2022A-1 Bonds.

Redemption Provisions – Series 2022A-2 Bonds

No Optional Redemption. The Series 2022A-2 Bonds are not subject redemption prior to scheduled maturity at the option of the Issuer.

Extraordinary Mandatory Redemption. The Series 2022A-2 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part by lot and as otherwise provided in the 2022A Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued

interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the 2022A Project by application of moneys transferred from the 2022A Acquisition and Construction Account to the 2022A-2 Prepayment Account in accordance with the terms of the 2022A Indenture; or

(ii) Amounts are deposited into the 2022A-2 Prepayment Account from the prepayment of Series 2022A-2 Assessments and from amounts deposited into the 2022A-2 Prepayment Subaccount from other sources; or

(iii) When the amount on deposit in the 2022A-2 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A-2 Bonds then Outstanding as provided in the Supplemental Indenture.

Redemption from Excess Acquisition and Construction Account Proceeds. Moneys in the 2022A Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022A-2 Bonds until all Series 2022A-2 Bonds have been retired and then to redeem Outstanding Series 2022A-1 Bonds.

Partial Redemption of Bonds

Except as otherwise provided in the 2022A Indenture, if less than all of the Series 2022A Bonds of a maturity subject to redemption shall be called for redemption, the particular Series 2022A Bonds or portions of such Series 2022A Bonds to be redeemed shall be selected by lot by the Registrar as provided in the 2022A Indenture.

Notice of Redemption

Notice of each redemption of Series 2022A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each registered owner of Series 2022A Bonds to be redeemed at the address of such registered owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2022A Indenture, the Series 2022A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2022A Bonds or such portions thereof on such date, interest on such Series 2022A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2022A Indenture and the Owners thereof shall have no rights in respect of such Series 2022A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

BOOK-ENTRY ONLY SYSTEM

The information in this caption concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information. DTC will act as securities depository for the Series 2022A Bonds. The Series 2022A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022A Bond certificate will be issued for each maturity of the Series 2022A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2022A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022A Bonds, except in the event that use of the book-entry system for the Series 2022A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022A Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022A Bond documents. For example, Beneficial Owners of Series 2022A Bonds may wish to ascertain that the nominee holding the Series 2022A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2022A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022A Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2022A Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2022A Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system information has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2022A BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2022A BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS

General

THE SERIES 2022A BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2022A TRUST ESTATE PLEDGED THEREFOR UNDER THE FOURTH SUPPLEMENTAL INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE FOURTH SUPPLEMENTAL INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2022A ASSESSMENTS TO SECURE AND PAY THE SERIES 2022A BONDS. THE SERIES 2022A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The primary source of payment for the Series 2022A Bonds are the revenues derived by the District from the Series 2022A Assessments imposed, levied and collected, pursuant to the assessment proceedings, on each assessable parcel of land within the District that will be specially benefitted by the 2022A Project as provided in the 2022A Assessment Methodology Reports

attached hereto as APPENDIX D. See "ASSESSMENT METHODOLOGY" and "THE DEVELOPMENT" herein. The principal of, premium, if any, and interest on the Series 2022A Bonds are equally and ratably secured under the Fourth Supplemental Indenture by a first lien upon and pledge of the 2022A Trust Estate which with respect to the Series 2022A Bonds means the Series 2022A Assessments imposed, levied and collected by the District with respect to the Series 2022A Assessment Area (as hereinafter defined), which, together with the 2022A Pledged Funds, will comprise the 2022A Trust Estate.

"Special Assessments" is defined in the Master Indenture as (a) "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof or against one or more identified assessment areas, and (b) "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" (also referred to herein as "O&M Assessments") levied and collected by the District under Section 190.021(3) of the Act.

The District has covenanted in its Fourth Supplemental Indenture that it shall levy, impose and collect the Series 2022A Assessments in the amount necessary to pay the Debt Service Requirements on the Series 2022A Bonds and enforce such Series 2022A Assessments pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable.

The District has covenanted that it shall immediately upon receipt deposit with the Trustee all Series 2022A Assessments received by the District for the payment of the Series 2022A Bonds into the 2022A Revenue Account; provided, however, that amounts received as prepayments of Series 2022A Assessments including any amounts received under a "true-up" or similar agreement shall be deposited directly into each respective 2022A Prepayment Account.

The Series 2022A Assessments are immediately subject to the lien and pledge of the Fourth Supplemental Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Fourth Supplemental Indenture shall not apply to any moneys transferred by the Trustee to the 2022A Rebate Fund.

Non-ad valorem assessments, like the Series 2022A Assessments, are not based on millage and can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. Series 2022A Assessments also consist of amounts received from any foreclosure or other court proceeding for the enforcement of collection of the Series 2022A Assessments, as applicable, or from the issuance and sale of tax certificates with respect to such

Series 2022A Assessments, less the fees and costs of collection thereof payable to the Tax Collector of the County as applicable, or other collection agent and less certain administrative costs payable to the Property Appraiser of the County.

If any Series 2022A Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2022A Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2022A Assessment when it might have done so, the District shall either (a) take all necessary steps to cause new Series 2022A Assessments to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (b) in its sole discretion, make up the amount of such Series 2022A Assessments from any legally available moneys, which moneys shall be deposited into the 2022A Revenue Account. In case such Series 2022A Assessments shall be annulled, the District shall obtain and make other Series 2022A Assessments until valid assessments shall be made.

Developer Prepayment Waiver

Pursuant to Florida law, the owner of property subject to the Series 2022A Assessments may pay the entire balance of the Series 2022A Assessments used to finance the 2022A Project remaining due within 30 days after the 2022A Project has been completed and the Board has adopted a resolution accepting the 2022A Project as provided by Section 170.09, Florida Statutes, as amended, without interest. The Developer will waive this right in writing prior to closing.

Additional Covenant Regarding Assessments

In addition, and not in limitation of, the covenants contained elsewhere in the 2022A Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2022A Assessments, including the 2022A Assessment Methodology Reports, and to levy the Series 2022A Assessments and required true-up payments set forth in the 2022A Assessment Methodology Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2022A Bonds, when due. The District also agrees that it shall not amend the 2022A Assessment Methodology Reports in any material manner without the written consent of the Majority Holders, except as may be required by law.

Limitation on Additional Debt

The District covenants not to issue any other Series of Bonds or other debt obligations secured by the Series 2022A Assessments. Such covenant shall not prohibit the District from issuing refunding Bonds or Bonds secured by Special Assessments other than the Series 2022A Assessments. In addition, the District covenants and agrees that so long as the Series 2022A Bonds are Outstanding, it will not impose additional debt service Special Assessments for capital projects on any lands then subject to the Series 2022A Assessments, without the written consent of the Majority Owners provided, however, that the District shall have the option to refund all or a portion of the Outstanding principal amount of the Series 2022A Bonds without such consent if:

- (i) the District identifies the lands subject to the Series 2022A Assessments which would also be subject to parity Special Assessments on account of the issuance of such Additional Bonds (the "Released Lands");

(ii) from the proceeds of Bonds or other moneys of the District there are deposited into the Series 2022A General Account of the Redemption Fund funds equal to the collective Series 2022A Assessments then levied against the Released Lands (the "Release Amounts") and there is simultaneously delivered to the Trustee and the Beneficial Owners of the Series 2022A Bonds a written description or inventory of the Released Lands and the corresponding Release Amounts;

(iii) upon such payment and delivery, the pledge and lien of this Fourth Supplemental Indenture on the Series 2022A Assessments on the Released Lands shall be released and extinguished; provided however that, if so directed by the District, the lien of this Fourth Supplemental Indenture on the Series 2022A Assessments on the Released Lands shall be transferred to a Series Trust Estate for a Series of Bonds issued under the Master Indenture, as supplemented, and in such case the lien shall immediately attach without further action by the District or the Trustee other than the direction by the District to the Trustee so to transfer; and

(iv) moneys deposited into the Series 2022A General Account for the Redemption Fund as hereinabove provided shall be applied by the Trustee to the optional redemption of Series 2022A Bonds on the first succeeding date permitted therefor.

Prior to the delivery of any such Additional Bonds or other debt obligations, the Trustee shall receive a certificate from the District Manager on which it may conclusively rely that all of the applicable conditions set forth above have been met.

The foregoing provisions shall not preclude the imposition of capital Special Assessments on property subject to the Series 2022A Assessments which are necessary, as determined by the Issuer, for health, safety or welfare reasons or to remediate a natural disaster or operation, or maintenance assessments, or Special Assessments imposed prior to the issuance of the Series 2022A Bonds.

Notably, other public entities whose boundaries overlap those of the District may impose taxes or other special assessments on the same properties encumbered by the Series 2022A Assessments without the consent of the Owners of the Series 2022A Bonds. Additionally, the District expects to impose certain non-ad valorem special assessments called maintenance special assessments, which are of equal dignity with the Series 2022A Assessments, on the same lands upon which the Series 2022A Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Fees and Assessments – *District Special Assessments*" and "BONDOWNERS' RISKS" herein.

2022A Reserve Accounts

Amounts on deposit in the 2022A-1 Reserve Account and 2022A-2 Reserve Account, except as provided elsewhere in the 2022A Indenture, shall be used only for the purpose of making payments into the 2022A-1 Interest Account, the 2022A-2 Interest Account, the 2022A-1 Sinking Fund Account and the 2022A-2 Principal Account to pay interest and principal on the Series 2022A Bonds, without distinction as to Series 2022A Bonds and without privilege or priority of

one Series 2022A Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2022A Reserve Accounts and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such accounts. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the applicable 2022A Reserve Account, from the first legally available sources of the District. Upon written direction from the District to the Trustee, any surplus in either 2022A Reserve Account (other than any surplus resulting from investment earnings and any surplus resulting from prepayment of Series 2022A Assessments as provided in the immediately following paragraph which shall be applied as provided below) shall be deposited by the Trustee to the applicable 2022A Prepayment Account to be used for the extraordinary mandatory redemption of the applicable Series of 2022A Bonds.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred which has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2022A-1 Assessment or a Series 2022A-2 Assessment against such lot or parcel, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the District shall determine the Reserve Account Requirement for the Series 2022A-1 Bonds and the Series 2022A-2 Bonds, respectively, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit (a) in the 2022A-1 Reserve Account in excess of the 2022A-1 Reserve Account Requirement (as hereinafter defined) (except for excess resulting from interest earnings) from the 2022A-1 Reserve Account to the 2022A-1 Prepayment Account as a credit against the 2022A-1 Assessment Principal otherwise required to be paid by the owner of such lot or parcel and (b) in the 2022A-2 Reserve Account in excess of the 2022A-2 Reserve Account Requirement (as hereinafter defined) (except for excess resulting from interest earnings) from the 2022A-2 Reserve Account to the 2022A-2 Prepayment Account as a credit against the 2022A-2 Assessment Principal otherwise required to be paid by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this paragraph, the Trustee may assume any excess in the 2022A-1 Reserve Account and 2022A-2 Reserve Account shall be transferred as provided in the immediately preceding paragraph.

"Reserve Account Release Conditions" means (i) all of the Series 2022A-1 Assessments have been allocated to residential lots which are developed and platted as certified in writing by the Consulting Engineer; (ii) all of the platted residential lots subject to the Series 2022A-1 Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Series 2022A Bonds.

"2022A-1 Reserve Account Requirement" means (i) initially, an amount equal to the maximum annual Debt Service Requirements for the Series 2022A-1 Bonds, and (ii) upon satisfaction of the Reserve Account Release Condition #1, the 2022A-1 Reserve Account Requirement shall be reduced to an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2022A-1 Bonds, and (iii) upon satisfaction of the Reserve Account Release Condition #2, the 2022A-1 Reserve Account Requirement shall be further

reduced to 10% of the maximum annual debt service requirement of the then Outstanding Series 2022A-1 Bonds. Satisfaction of the 2022A-1 Reserve Account Release Condition #1 or the 2022A-1 Reserve Account Release Condition #2 shall be evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely

"2022A-2 Reserve Account Requirement" shall mean an amount equal to the maximum annual interest due on the Series 2022A-2 Bonds re-calculated by the Issuer upon each extraordinary mandatory redemption of the Series 2022A-2 Bonds as provided for in the Fourth Supplemental Indenture, including upon any optional prepayment by the owner of a lot or parcel of land of a 2022A-2 Special Assessment against such lot or parcel as provided in Section 4.06 of the Fourth Supplemental Indenture.

All earnings on investments in either 2022A Reserve Account shall be deposited to the 2022A Revenue Account provided no deficiency exists in a 2022A Reserve Account and if a deficiency does exist earnings shall remain on deposit in such 2022A Reserve Account until the deficiency is cured. Such Accounts shall consist only of cash and Investment Securities.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2022A-1 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2022A-1 Bonds, together with accrued interest on such Series 2022A-1 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2022A-1 Prepayment Account the amount on deposit in the 2022A-1 Reserve Account to pay and redeem all of the Outstanding Series 2022A-1 Bonds on the earliest such date.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2022A-2 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2022A-2 Bonds, together with accrued interest on such Series 2022A-2 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2022A-2 Prepayment Account the amount on deposit in the 2022A-2 Reserve Account to pay and redeem all of the Outstanding Series 2022A-2 Bonds on the earliest such date.

2022A Revenue Account

On each May 1 (or if such May 1 is not a Business Day, on the Business Day preceding such May 1), the Trustee shall transfer from amounts on deposit in the 2022A Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority, *pro rata* between the Series 2022A Bonds:

FIRST, to the 2022A-1 Interest Account and 2022A-2 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2022A-1 Bonds and 2022A-2 Bonds then Outstanding on such May 1 and the next successive November 1, less any other amount already on deposit in such 2022A-1 Interest Account or 2022A-2 Interest Account not previously credited;

SECOND, beginning on May 1, 2023, and no later than the Business Day next preceding each May 1 thereafter while Series 2022A-1 Bonds remain Outstanding, to the 2022A-1 Sinking Fund Account an amount equal to the Amortization Installment on the Series 2022A-1 Bonds due on such May 1 or the principal maturing on the Series 2022A-1 Bonds on such May 1, less any

amount on deposit in the Series 2022A-1 Sinking Fund Account not previously credited, and on May 1, 20___, to the 2022A-2 Principal Account the principal maturing on May 1, 20___ less any amount on deposit in such 2022A-2 Principal Account not previously credited;

THIRD, to the 2022A-1 Reserve Account and the 2022A-2 Reserve Account the amount, if any, which is necessary to make the amounts on deposit therein equal to 2022A-1 Reserve Account Requirement and the 2022A-2 Reserve Account Requirement, respectively; and

FOURTH, the balance shall be retained in the 2022A Revenue Account .

Anything in the Fourth Supplemental Indenture to the contrary notwithstanding, it shall not constitute an Event of Default under the Fourth Supplemental Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Indenture.

2022A Prepayment Accounts

2022A-1 Prepayment Account. All Series 2022A-1 Prepayment Principal shall upon receipt by the Trustee be deposited to the 2022A-1 Prepayment Account of the Bond Redemption Fund. At the time the District deposits Series 2022A-1 Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Series 2022A-1 Prepayment Principal. Amounts on deposit in the 2022A-1 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2022A-1 Bonds as provided in the Fourth Supplemental Indenture. See "DESCRIPTION OF THE SERIES 2022A BONDS – Redemption Provisions – Series 2022A-1 Bonds" herein.

2022A-2 Prepayment Account. All Series 2022A-2 Prepayment Principal shall upon receipt by the Trustee be deposited to the 2022A-2 Prepayment Account of the Bond Redemption Fund. At the time the District deposits Series 2022A-2 Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Series 2022A-2 Prepayment Principal. Amounts on deposit in the 2022A-2 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2022A-2 Bonds as provided in the Fourth Supplemental Indenture. See "DESCRIPTION OF THE SERIES 2022A BONDS – Redemption Provisions – Series 2022A-2 Bonds" herein.

2022A Acquisition and Construction Account

Amounts on deposit in the 2022A Acquisition and Construction Account shall be applied to pay the Costs of the 2022A Project upon compliance with the requirements of the requisition provisions set forth in the 2022A Indenture. Any balance remaining in the subaccounts of the 2022A Acquisition and Construction Account after the Completion Date of the 2022A Project and after retaining the amount, if any, of all remaining unpaid Costs of the 2022A Project set forth in the certificate of the District's engineer establishing such Completion Date, shall be transferred to and deposited in the 2022A-2 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2022A-2 Bonds, and if a;; Series 2022A-2 Bonds have been retired, into the Series 2022A-1 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of Series 2022A-1 Bonds; provided,

however, that if on the date of such proposed transfer an Event of Default exists, such amounts shall remain on deposit in the 2022A Acquisition and Construction Account. When no monies remain in the 2022A Acquisition and Construction Account or a subaccount thereof, the 2022A Acquisition and Construction Account or such subaccount, shall be closed.

Collateral Assignment

In connection with the issuance of the Series 2022A Bonds, the District and the Developer will enter into a Collateral Assignment and Assumption of Development Rights dated ____ __, 2022 (the "Collateral Assignment") pursuant to which the Developer agrees, among other matters, that it controls or will control certain permits and entitlements specific to [Units 8, 10 and 15], which together constitutes the assessment area for the allocation of the Series 2022A Assessments (as hereinafter defined). See "ASSESSMENT METHODOLOGY" herein. Upon the occurrence of an Event of Default, as defined in the Collateral Assignment, the District shall have the right but not the obligation to exercise all of the Developer's permit rights and contract rights related to the development of [Units 8, 10 and 15] now or hereafter existing (the "Development & Contract Rights"). The Collateral Assignment shall not apply to the extent that such Development & Contract Rights have been assigned, transferred, or otherwise conveyed to the County, the District, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity, as may be required by applicable permits, approvals, plats, entitlements or regulations or to the extent a Unit is conveyed to a homebuilder or an end user. Subject to the foregoing sentence, the Collateral Assignment runs with the land in [Units 8, 10 and 15]. Pursuant to the 2022A Indenture, the District will assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners of the Series 2022A Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment. A complete copy of the Collateral Assignment may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

Completion Agreement

In connection with the issuance of the Series 2022A Bonds, the District and Developer will enter into an Agreement by and between the Three Rivers Community Development District and Three Rivers Developers, LLC, Regarding the Completion of Certain Improvements dated ____ __, 2022 (the "Completion Agreement") pursuant to which the Developer agrees to provide funds to be used to complete that portion of the 2022A Project not funded with proceeds of the Series 2022A Bonds and any other debt of the District issued for the purpose of funding the 2022A Project are insufficient. See "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT" herein. Remedies for a default under the Completion Agreement include damages and/or specific performance. A complete copy of the Completion Agreement may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

True-Up Agreement

In connection with the issuance of the Series 2022A Bonds, the District and the Developer will enter into an agreement (the "True-Up Agreement") pursuant to which the Developer will agree to pay when requested by the District an amount of the Series 2022A Assessments equal to the net difference resulting from a density reduction due to the Developer, or its successors in

interest finalizing a plat of all or a portion of the Series 2022A Assessment Area in a manner which reduces, or will have the effect of reducing, the number and type of development units within all or a portion of the Series 2022A Assessment Area than are contemplated by, and in accordance with, the 2022A Assessment Methodology Reports. A complete copy of the True-Up Agreement may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

2022A Indenture Provisions Relating to Bankruptcy or Insolvency of Landowner

The 2022A Indenture contains the following provisions which, pursuant to the 2022A Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Series 2022A Assessments pledged to the Series 2022A Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

Pursuant to the Fourth Supplemental Indenture, the District acknowledges and agrees that, although the Series 2022A Bonds were issued by the District, the Owners of the Series 2022A Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

- (a) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2022A Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2022A Assessments relating to the Series 2022A Bonds Outstanding, the Outstanding Series 2022A Bonds or any rights of the Trustee under the 2022A Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2022A Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);
- (b) the District agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2022A Assessments relating to the Series 2022A Bonds Outstanding, the Series 2022A Bonds Outstanding or any rights of the Trustee under the 2022A Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;
- (c) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2022A Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(d) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2022A Assessments relating to the Series 2022A Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2022A Assessments relating the Series 2022A Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(e) The District will not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2022A Assessments relating to the Series 2022A Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2022A Assessments pledged to the Series 2022A Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in the Fourth Supplemental Indenture precludes the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District will be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2022A Assessments relating to the Series 2022 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (d) or (e) above.

Events of Default and Remedies

The 2022A Indenture provides that each of the following shall be an "Event of Default" under the 2022A Indenture, with respect to the Series 2022A Bonds:

(a) if payment of any installment of interest on any Series 2022A Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2022A Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the 2022A Indenture or under the Act, as determined by the Majority Holders of such Series 2022A Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the 2022A Indenture or in any Series 2022A Bond issued pursuant to the 2022A Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Series 2022A Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility District securing Series 2022A Bonds that an Event of Default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility District to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an Event of Default under the terms of the Fourth Supplemental Indenture; or

(g) if at any time the amount in the Debt Service Reserve Fund or any account therein is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2022A Bonds and such amount has not been restored within ninety (90) days of such withdrawal; or

(h) if on an Interest Payment Date the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on the Series 2022A Bonds on such Interest Payment Date (without regard to any amount available for such purpose in the applicable Debt Service Reserve Account); and

(i) if, at any time after eighteen months following issuance of the related series of Series 2022A Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the District on the District Lands upon which the Special Assessments are levied to secure one

or more Series of Series 2022A Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid within ninety (90) days of the date when due.

No Series 2022A Bonds shall be subject to acceleration. Upon occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Series 2022A Bonds, as applicable, pursuant to the Master Indenture shall occur unless all of the Series 2022A Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series 2022A Bonds agree to such redemption. Provided, however; nothing shall prevent a pro rata default distribution pursuant to the Master Indenture.

The District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2022A Assessments that are billed directly by the District, that the entire Series 2022A Assessments levied on the property for which such installment of Series 2022A Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Holders of the Series 2022A Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2022A Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. See "APPENDIX A – COPY OF THE MASTER INDENTURE AND FORM OF THE FOURTH SUPPLEMENTAL INDENTURE" attached hereto for more information regarding remedies upon an Event of Default.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2022A Bonds is the collection of Series 2022A Assessments imposed on the Series 2022A Assessment Area specially benefited by the 2022A Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX D – 2022A ASSESSMENT METHODOLOGY REPORTS" attached hereto.

The imposition, levy, and collection of Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Nassau County Tax Collector ("Tax Collector") or the Nassau County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2022A Assessments, as applicable, during any year. Such delays in the collection of Series 2022A Assessments, or complete inability to collect any Series 2022A Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2022A Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2022A Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to the payment of principal of and interest on the Series 2022A Bonds.

For the Series 2022A Assessments to be valid, they must meet two requirements: (a) the benefit from the 2022A Project to the lands subject to the Series 2022A Assessments must exceed or equal the amount of the Series 2022A Assessments, and (b) the Series 2022A Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Methodology Consultant certifies that these requirements have been met with respect to the Series 2022A Assessments. In the event that the Series 2022A Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Series 2022A Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the Series 2022A Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties owned by the Developer and subsequent landowners, the District is expected to directly issue annual bills to landowners requiring payment of the Series 2022A Assessments, and is expected to enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX D – 2022A ASSESSMENT METHODOLOGY REPORTS" attached hereto. **[The District currently anticipates directly collecting the Series 2022A Assessments rather than adding the Series 2022A Assessments to the County tax roll to collect pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method"). The District will continue to directly collect the Series 2022A Assessments, unless the District determines that it is in its best interests to collect via the Uniform Method. The Series 2022A Assessments shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, unless the District determines that it is in its best interests not to do so. See the sub-heading " – Direct Billing & Foreclosure Procedure" below.]**

Prior to an Event of Default, the election to collect and enforce Series 2022A Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2022A Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2022A-1 Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2022A-1 Assessments levied on unplatted lots and Series 2019A-2 Assessments shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Holders of the Series 2022A Bonds Outstanding, following an Event of Default, provides written direction to use a different method of collection. All Series 2022A Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2022A Assessments shall not be deemed to be delinquent Series 2022A Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, **[the District plans to directly levy, collect and enforce the Series 2022A Assessments.]** In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2022A Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2022A Assessments and the ability to foreclose the lien of such Assessments upon the failure to pay such Series 2022A Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2022A Assessments. The District expects to direct bill the Series 2022A Assessments. See "BONDOWNERS' RISKS" herein.

Certain mortgage lenders have, in recent foreclosure suits brought under Chapter 170, Florida Statutes, by community development districts, plead a defense stating that a foreclosing district must abide by the same one (1) year period as Chapter 173, Florida Statutes, in order to begin foreclosure proceedings. The defense is, apparently, based upon recent amendments to Section 190.026, Florida Statutes, where, in an apparent attempt to clarify that not only Chapter 173, Florida Statutes, was available to districts for foreclosure, but that also Chapter 170, Florida Statutes, was available, that statute's language became less clear regarding the inapplicability of the one (1) year waiting period for districts employing Chapter 170, Florida Statutes. To the extent that community development districts have taken a position on this, they have generally asserted that the one (1) year waiting period does not apply to Chapter 170, and at least one (1) Circuit Court has agreed.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), **[the District may alternatively elect to collect the Series 2022A Assessments using the Uniform Method.]** The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2022A Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2022A Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2022A Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2022A Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2022A Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2022A Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2022A Bonds.

Under the Uniform Method, if the Series 2022A Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2022A Bonds (a) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2022A Assessments, (b) that future landowners and taxpayers in the District will pay such Series 2022A Assessments, (c) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (d) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2022A Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2022A Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2022A Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus the cost of advertising and the applicable interest charge on the amount of such

delinquent Taxes and Assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2022A Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include,

in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of the Series 2022A Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2022A Assessments, which are the primary source of payment of the Series 2022A Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. The District expects to collect the Series 2022A Assessments via the Uniform Method. See "BONDOWNERS' RISKS" herein.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2022A Bonds offered hereby and are set forth below. Prospective investors in the Series 2022A Bonds should have such knowledge and experience in financial and

business matters to be capable of evaluating the merits and risks of an investment in the Series 2022A Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2022A Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2022A Bonds.

1. Payment of the debt service on the Series 2022A Bonds is primarily dependent upon timely payment by the Developer and subsequent landowners in the District of the Series 2022A Assessments. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS" and "THE DEVELOPER" herein. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2022A Bonds as such bankruptcy could negatively impact the ability of: (a) the Developer and any other landowner being able to pay the Series 2022A Assessments; (b) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2022A Assessments being collected pursuant to the Uniform Method; and (c) the District to foreclose the lien of the Series 2022A Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2022A Bonds under the 2022A Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the 2022A Indenture and the Series 2022A Bonds, including, without limitation, enforcement of the obligation to pay the Series 2022A Assessments and the ability of the District to foreclose the lien of the Series 2022A Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022A Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2022A Bonds could have a material adverse impact on the interest of the Owners thereof.

2. The principal security for the payment of the principal and interest on the Series 2022A Bonds is the timely collection of the Series 2022A Assessments. The Series 2022A Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the owners will be able to pay the Series 2022A Assessments or that they will pay such Series 2022A Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2022A Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the 2022A Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. To the extent that the realizable or market value of the land benefited by

the 2022A Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land on which the Series 2022A Assessments are levied or the ability of the District to realize sufficient value from a foreclosure action to pay debt service on the Series 2022A Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2022A Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2022A Bonds.

3. Neither the Developer nor any other subsequent landowner is a guarantor of payment of any Series 2022A Assessment and the recourse for the failure of the Developer or any other subsequent landowner, to pay the Series 2022A Assessments is limited to the collection proceedings against the land as described herein. Therefore, the likelihood of collection of the Series 2022A Assessments may ultimately depend on the market value of the land subject to taxation. While the ability of the Developer or subsequent landowner to pay Series 2022A Assessments is a relevant factor, the willingness of the Developer or subsequent landowner to pay the taxes, which may also be affected by the value of the land subject to taxation, is also an important factor in the collection of Series 2022A Assessments. The failure of the Developer or subsequent landowners to pay the Series 2022A Assessments could render the District unable to collect delinquent Series 2022A Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2022A Bonds.

4. The development of the District is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Construction plan approvals for (i) Unit [8] have been received and (ii) Units [10 and 15] are anticipated to be provided as and when needed for development of such Units. Failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the Development. See "THE DEVELOPMENT" herein and "APPENDIX C – 2022A ENGINEERS' REPORTS" attached hereto. The value of the land within the District, the success of the Development and the likelihood of timely payment of principal and interest on the Series 2022A Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2022A Bonds.

The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. At the time of the delivery of the Series 2022A Bonds, the Developer is unaware of any condition within the District which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

It is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands

within the District and no assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District Lands.

The value of the lands subject to the Series 2022A Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2022A Bonds. The Series 2022A Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Moreover, the Developer has the right to modify or change its plan for development of the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

5. The successful sale of developed lots and homes, once such homes are built within the Series 2022A Assessment Area, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer.

6. The willingness and/or ability of an owner of benefited land to pay the Series 2022A Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2022A Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2022A Assessments. In addition, lands within the District may also be subject to assessments by property and homeowner associations.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2022A Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2022A Assessments, even though the landowner is not contesting the amount of the Series 2022A Assessments. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all

non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

7. The Series 2022A Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2022A Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2022A Bonds. Because the Series 2022A Bonds are being sold pursuant to exemptions from registration under applicable securities laws, no secondary market may develop and an owner may not be able to resell the Series 2022A Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2022A Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2022A Bonds, depending on the progress of development of the Development, including the Series 2022A Assessment Area, existing real estate and financial market conditions and other factors.

8. In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Series 2022A Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2022A Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS" herein. If the District has difficulty in collecting the Series 2022A Assessments, the 2022A-1 Reserve Account or 2022A-2 Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the Fourth Supplemental Indenture, the Trustee may withdraw moneys from the 2022A-1 Reserve Account, the 2022A-2 Reserve Account and such other Funds, Accounts and subaccounts created under the Fourth Supplemental Indenture, to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the 2022A-1 Reserve Account and/or the 2022A-2 Reserve Account are accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2022A Assessments in order to provide the replenishment of such 2022A-1 Reserve Account or the 2022A-2 Reserve Account.

9. If the District should commence a foreclosure action against a landowner for nonpayment of applicable Series 2022A Assessments, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action. In addition, the District is required under the 2022A Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the applicable owner of the Series 2022A Bonds to allow funds on deposit under the 2022A Indenture to be used to pay the costs of the foreclosure action. Under the Code (as hereinafter defined), there are limitations on the amounts of Series 2022A Bond proceeds that can be used for such purpose.

10. In addition to the general bankruptcy and similar proceedings risks discussed above, a 2011 bankruptcy court decision in Florida held that the governing body of a community

development district, and not the bondholders or indenture trustee, was the creditor of the developer/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The 2022A Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an Affected Landowner. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS" herein. The District cannot express any view whether such delegation would be enforceable and none of the legal opinions provided in connection with the issuance of the Series 2022A Bonds will opine to the enforceability of such provision.

11. The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. The IRS recently concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The Treasury announced, in an October 2, 2017 Report to the President (the "Report"), that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly." The Report indicated, further, that the Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues. The IRS published the Withdrawal of Notice of Proposed Rulemaking on October 20, 2017, in the Federal Register.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the election date following the date that is the later of six years from formation and the date when there are first 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, two members of the Board were elected by a landowner's election and three members of the Board were appointed by the Developer. The Developer will certify as to its expectations as to the timing of the transition of control of the Board to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that they elect. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2022A Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2022A Bonds are advised that, if the IRS does audit the Series 2022A Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2022A Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2022A Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022A Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022A Bonds would adversely affect the availability of any secondary market for the Series 2022A Bonds. Should interest on the Series 2022A Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2022A Bonds be required to pay income taxes on the interest received on such Series 2022A Bonds and related penalties, but because the interest rate on such Series 2022A Bonds will not be adequate to

compensate Owners of the Series 2022A Bonds for the income taxes due on such interest, the value of the Series 2022A Bonds may decline.

THE 2022A INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2022A BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2022A BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2022A BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2022A BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2022A BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT.

12. Since the Series 2022A Bonds have not been and will not be registered under the Securities Act of 1933, as amended, or any state securities laws, if the District is ever deemed, by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2022A Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the Series 2022A Bonds would need to ensure that subsequent transfers of the Series 2022A Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

13. Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2022A Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2022A Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2022A Bonds. See also "TAX MATTERS" herein.

14. In the event the District does not have sufficient moneys on hand to complete the 2022A Project, there can be no assurance that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the 2022A Project. Further, pursuant to the 2022A Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by any of the Series 2022A Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. The District is permitted to issue Bonds or other debt obligations on lands within the District for any capital project where no Series 2022A Assessments are levied. However, under certain conditions, the District may issue Additional Bonds secured by lands where Series 2022A Assessments are levied as further described under "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS – Limitation on Additional Debt" herein. Although the Developer has agreed to complete the 2022A Project regardless of such insufficiency, and will enter into the Completion Agreement with the District as evidence

thereof, there can be no assurance that the Developer will have sufficient resources to do so. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS – Completion Agreement" herein.

In addition, the Developer will enter into a Collateral Assignment in connection with the issuance of the Series 2022A Bonds as more fully described under "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS – Collateral Assignment." Notwithstanding the Collateral Assignment, there is no assurance that if there is a default by the Developer, and the District were to exercise remedies against the property within the District subject to the Series 2022A Assessments, that the District and/or Beneficial Owners of the Series 2022A Bonds, as the case may be, will have all permits and development rights necessary to complete Units **[8, 10 and 15]**, which together [constitutes the assessment area for the allocation of the Series 2022A Assessments]. Further, as noted herein under "THE DEVELOPMENT – Land Acquisition/Development Financing," the lands in the Development are subject to an existing mortgage in favor of Fidelity (as hereinafter defined). Pursuant to a Tri-Party Agreement between the District, the Developer and Fidelity, Fidelity grants to the District a license to use the development and contract rights under the Collateral Assignment to complete the Series 2022A Assessment Area upon an Event of Default by the Developer, provided such use of such license is not in a manner inconsistent with the continued rights of Fidelity.

15. It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2022A Bonds. It should be noted that Section 10(p) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district ... to levy and collect the ... assessments ... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not in any way impair the rights or remedies of such holders."

16. In the event a bank forecloses on property because of a default on the mortgage on any lands within the Series 2022A Assessment Area, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2022A Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

17. A novel coronavirus outbreak first identified in 2019 is causing coronavirus disease ("COVID-19"), which was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 have varied at the local, state and national levels. On March 13, 2020, former President Trump declared a national emergency in response to COVID-19. Both prior and subsequent to the former President's declaration, a variety of federal agencies, along with state and local governments, have implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue to negatively affect economic growth and financial markets worldwide, including within the State. How long this negative impact will last cannot be determined at this time. However, these negative impacts could reduce property values, slow or cease development and sales within the northeast sector of Florida where the Development is located and/or otherwise have a negative financial impact on the Developer or subsequent landowners. While the foregoing describes certain risks related to the current outbreak of COVID-19, the same risks may be associated with any contagious epidemic, pandemic or disease.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2022A Bonds:

	Series 2022A-1 Bonds	Series 2022A-2 Bonds	Total Series 2022A Bonds
<u>Sources of Funds:</u>			
Par amount	\$	\$	\$
Plus/Less [net] Bond Premium/ Original Issue Discount			
Transfer from [2021B _____]			
Total Sources	\$	\$	\$
<u>Use of Funds:</u>			
Deposit to 2021B General Account			
Deposit to 2022A Acquisition and Construction Account	\$	\$	\$
Deposit to 2022A Costs of Issuance Account ⁽¹⁾			
Deposit to 2022A-1 Capitalized Interest Subaccount ⁽²⁾			
Deposit to 2022A-2 Capitalized Interest Subaccount ⁽²⁾			
Deposit to 2022A-1 Reserve Account			
Deposit to 2022A-2 Reserve Account			
Total Uses	\$	\$	\$

⁽¹⁾ Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2022A Bonds.

⁽²⁾ Interest through _____ 1, 20__.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2022A Bonds:

Period Ending November 1	Series 2022A-1 Bonds			Series 2022A-2 Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest	Total	
	\$	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$	\$

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THE DISTRICT

General Information

The District is a local unit of special-purpose government of the State, duly organized and existing under the Act created pursuant to Ordinance No. 2018-47 enacted by the County Board of County Commissioners of the County on January 14, 2019, and effective on January 17, 2019. The District was established for the purpose of, among other things, financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the District and related professional fees and other costs.

The District encompasses approximately 1,546 acres located within the County. The land within the District is wholly located within the Development, which is planned to include approximately 3,200 residential units, 50,000 square feet office space, 300,000 square feet of retail space, 250,000 square feet of industrial use, and a 300-slip dry storage facility.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter (Sections 190.006 through 190.041, Florida Statutes).

Among other provisions, the Act gives the Board the authority to (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the County and street lights; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the rights of Bondholders to pursue any remedy for the enforcement of any lien or pledge given by the District in connection with any bonds or obligations of the District.

Board of Supervisors

The governing body of the District is its Board of Supervisors, which is composed of five Supervisors (the "Supervisors"). The Act provides that, at the initial meeting of the landowners, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre and shall not be aggregated for determining the number of voting units held). Upon the later of six years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. A qualified elector is a registered voter in the County who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, both to four-year terms. The other Supervisor will be elected by landowners for a four-year term. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve staggered terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act. At the time of the sale of the Series 2022A Bonds, the Developer will own all of the land comprising the Series 2022A Assessment Area which is benefitted by the 2022A Project.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

Name	Title	Term Expires
Liam O'Reilly*	Chairman	November 2024
Michael C. Taylor*	Vice Chairman	November 2022
Gregg Kern*	Assistant Secretary	November 2022
Rose Bock	Assistant Secretary	November 2024
Graydon E. Miars*	Assistant Secretary	November 2022

* Employee of the administrative member of the sole member of the Developer.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager. The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone number (561) 571-0010.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Jacksonville, Florida, as Bond Counsel; England, Thims & Miller, Jacksonville, Florida, as the District's engineer (the "District Engineer"); and Kutak Rock, LLP, Tallahassee, Florida, as District Counsel. The Board has also retained Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, to serve as the assessment methodology consultant (the "Methodology Consultant") and to prepare the District's assessment methodology report in connection with the issuance of the Series 2022A Bonds.

Outstanding Bonds

On September 30, 2019, the District issued its (i) \$16,170,000 Special Assessment Bonds, Series 2019A-1 (the "Series 2019A-1 Bonds") and (ii) \$1,575,000 Special Assessment Bonds, Series 2019A-2 (the "Series 2019A-2 Bonds" and together with the Series 2019A-1 Bonds, the "Series 2019A Bonds") to finance a portion of the cost of acquiring, constructing and equipping assessable improvements of the initial phase of the CIP. The Series 2019A Bonds were issued pursuant to the Master Indenture, as supplemented and amended by the First Supplemental Trust Indenture dated as of September 1, 2019, by and between the District and the Trustee. The Series

2019A-1 Bonds is currently outstanding in the principal amount of \$15,655,000 and the Series 2019A-2 Bonds is currently outstanding in the principal amount of \$75,000. The debt special assessments securing the Series 2019A Bonds (the "Series 2019A Assessments") are separate and distinct from the Series 2022A Assessments and do not secure the Series 2022A Bonds.

On February 5, 2021, the District issued its \$3,680,000 Special Assessment Bonds, Series 2021B (the "Series 2021B Bonds (Units 3 & 4)" to finance a portion of the cost of acquiring, constructing and equipping assessable improvements of the initial phase of the CIP. The Series 2021B Bonds (Units 3 & 4) were issued pursuant to the Master Indenture, as supplemented and amended by the Second Supplemental Trust Indenture dated as of February 1, 2021, by and between the District and the Trustee. The current aggregate outstanding principal amount of Series 2021B Bonds (Units 3 & 4) is \$1,740,000. The District has received prepayments levied in connection with the Series 2021B Bonds (Units 3 & 4) in an amount totaling \$1.4 million that will be provide for the redemption of a portion of the Series 2021B (Units 3 & 4) on May 1, 2022. The debt special assessments securing the Series 2021B Bonds (Units 3 & 4) are separate and distinct from the Series 2022A Assessments and do not secure the Series 2022A Bonds.

On August 23, 2021, the District issued its \$10,000,000 Special Assessment Bonds, Series 2021B (the "Series 2021B Bonds (South Assessment Area)" and together with the Series 2019A Bonds and the Series 2021B Bonds (Units 3 & 4), the "Prior Bonds") to finance a portion of the cost of acquiring, constructing and equipping assessable improvements of the second phase of the CIP. The Series 2021B Bonds (South Assessment Area) were issued pursuant to the Master Indenture, as supplemented and amended by the Third Supplemental Trust Indenture dated as of August 1, 2021, by and between the District and the Trustee. The current aggregate outstanding principal amount of Series 2021B Bonds (South Assessment Area) is \$10,000,000. The debt special assessments securing the Series 2021B Bonds (South Assessment Area) are separate and distinct from the Series 2022A Assessments and do not secure the Series 2022A Bonds.

A portion of the proceeds of the Series 2022A Bonds are being used to construct a portion of the 2022A Project in the estimated amount of \$9.1 million*. See "THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT" and "THE DEVELOPMENT – Land Acquisition/Development Financing," " – Development Status" and " – Assessment Areas" herein and "APPENDIX C – 2022A ENGINEERS' REPORTS" attached hereto.

PLAN OF REFUNDING

The Series 2021B Bonds (South Assessment Area) are currently outstanding in the par amount of \$10,000,000. The debt special assessments securing the Series 2021B Bonds (South Assessment Area) are levied on the lands constituting Units 8, 10, 12, 14 and 15 of the Development. Concurrently with the delivery of the Series 2022A-2 Bonds, a portion of the proceeds of the Series 2022A-2 Bonds will be applied to the refunding of a portion of the Series 2021B Bonds (South Assessment Area) in the principal amount of \$3,860,000 (such refunded portion is referred to herein as the "Refunded Bonds"). Such portion of the Series 2021B Bonds

* Preliminary, subject to change.

(South Assessment Area) to be refunded corresponds to the Series 2021B Assessments (South Assessment Area) levied on the Series 2022A Assessment Area which lien will be extinguished upon the issuance of the Series 2022A Bonds. The remaining Series 2021B Assessments (South Assessment Area) will not overlap with the Series 2022A Assessments.

THE CAPITAL IMPROVEMENT PROGRAM AND THE 2022A PROJECT

The District's former engineer prepared the Master Engineer's Report dated August 27, 2019 (the "Master Engineer's Report"), describing the capital improvement program for the District (the "CIP") which is estimated to cost approximately \$133.9 million and includes certain roadway improvements, a master stormwater system, water and wastewater management, a fire station, environmental mitigation, landscaping, irrigation and hardscaping, parks and recreational amenities, and offsite improvements. The CIP is bifurcated into two (2) categories consisting of Master Infrastructure and Neighborhood Infrastructure. The "Master Infrastructure" is that portion of the CIP that benefits all developable land uses in the District and is estimated to cost \$89.1 million. The "Neighborhood Infrastructure" is that portion of the CIP that benefits specific parcels in the District and is estimated to cost \$44.8 million. Enumeration of the costs of the CIP are provided in the table below.

Infrastructure	Master Infrastructure	Neighborhood Infrastructure	Total
Offsite Transportation	\$16,213,424	-	\$ 16,213,424
Roadway Improvements	9,045,148	\$21,184,070	30,229,218
Master Stormwater System	29,679,385	-	29,679,385
Water/Wastewater/Reuse Management	9,054,191	23,345,679	32,399,870
Amenity Center	10,175,789	-	10,175,789
Parks	3,165,801	-	3,165,801
Environmental Mitigation	983,660	-	983,660
Landscape/Hardscape/Irrigation	5,653,216	-	5,653,216
Fire Station	4,635,637	-	4,635,637
Contingency	532,425	267,575	800,000
TOTAL	\$89,138,676	\$44,797,324	\$133,936,000

The capital improvements described in the CIP will be constructed in multiple phases over time. The District previously issued its Series 2019A Bonds and Series 2021B Bonds (Units 3 & 4) to acquire and/or construct a portion of the initial phase of the CIP (the "Phase 1A Project") in the approximate amount of \$15.2 million and \$3.1 million, respectively. Subsequently, the District issued its Series 2021B Bonds (South Assessment Area) to fund a portion of the second phase of the CIP (the "Phase 1B Project") in the approximate amount of \$8.6 million.

The District Engineer has prepared a Supplemental Engineer's Report dated April 21, 2022 (the "Supplemental Engineer's Report" and together with the Master Engineer's Report, the "2022A Engineers' Reports") which are included herein as "APPENDIX C – 2022A ENGINEERS' REPORTS." The 2022A Project described in the Supplemental Engineer's Report is estimated to

cost approximately \$15.3 million and includes neighborhood infrastructure costs allocable to the Units 8, 10 and 15 of the District consisting of water, sewer and reuse systems, stormwater management system and certain roadways. Enumeration of the estimated costs of the 2022A Project are provided in the table below.

Infrastructure	2022A Project Costs
Neighborhood Infrastructure	
Stormwater Management System	\$ 6,579,000
Roadway Improvements	3,672,000
Water, Sewer and Reuse Systems	5,049,000
TOTAL	\$15,300,000

Net proceeds of the Series 2022A Bonds will be utilized to acquire and/or construct a portion of the 2022A Project in the estimated amount of \$9.1 million*. The District currently intends to issue additional series of Bonds to fund additional portions of the CIP for the Development; however, such future series of Bonds will not be secured by debt assessments levied on lands within the Series 2022A Assessment Area. The remainder of the 2022A Project not funded with proceeds of the Series 2022A Bonds is anticipated to be funded with equity contributions and a revolving credit facility, as described further herein under the sub-heading "THE DEVELOPMENT – Land Acquisition/Development Financing." In connection with the issuance of the Series 2022A Bonds, the Developer will enter into the Completion Agreement whereby the Developer agrees to complete any portions of the 2022A Project not funded with proceeds of the Series 2022A Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the 2022A Project.

ASSESSMENT METHODOLOGY

The 2022A Assessment Methodology Reports attached hereto as APPENDIX D allocate the total benefit derived from the District's CIP to the benefitted lands in the District. The District's Methodology Consultant has developed the First Amendment to the Master and Neighborhood Special Assessment Methodology Report dated March 29, 2022 (the "Master Methodology Report"), as supplemented by the Supplemental Special Assessment Methodology Report dated April 21, 2022 (the "2022A Supplemental Methodology Report" and together with the Master Methodology Report, the "2022A Assessment Methodology Reports") which allocates the Series 2022A Assessments in proportion to the benefit derived from the 2022A Project.

Initially, the Series 2022A Assessments levied in connection with the Series 2022A Bonds will be allocated on an equal per acre basis on the lands constituting Units 8, 10 and 15 consisting of approximately [] acres and planned to be developed into 257 conventional residential lots (the "Series 2022A Assessment Area"). Per the allocation methodology set forth in the 2022A Assessment Methodology Reports, the Series 2022A Assessments will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the units within the Series 2022A Assessment Area. The Series 2022A Bonds were sized to

* Preliminary, subject to change.

correspond to the collection of Series 2022A Assessments from all 257 residential lots planned in the Series 2022A Assessment Area.

The table below presents estimated principal and annual amounts of the Series 2022A Assessments that will be levied in connection with the Series 2022A Bonds.

Land Use/ Product Type	# of Units	Est. Series 2022A-1 Bonds Gross Annual Debt Service Per Unit	Est. Series 2022A-1 Bonds Principal Per Unit	Est. Series 2022A-2 Bonds Principal Per Unit	Est. Series 2022A-2 Bonds Net Annual Debt Service Per Unit
Unit 8 (Conventional Lots)					
Single-Family 50'	50	\$23,927	\$1,581	\$24,881	\$1,120
Single-Family 60'	29	25,522	1,686	33,047	1,487
Unit 10 (Conventional Lots)					
Single-Family 50'	59	\$23,927	\$1,581	\$24,881	\$1,120
Single-Family 60'	63	25,522	1,686	33,047	1,487
Unit 15 (Conventional Lots)					
Single-Family 70'	56	\$26,320	\$1,739	\$42,011	\$1,890
Total:	257				

THE DEVELOPMENT

The following information appearing under the caption "THE DEVELOPMENT" has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Beneficial Owners of the Series 2022A Bonds to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2022A Bonds, the Developer will represent in writing that the information herein under the caption "THE DEVELOPMENT" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

Tributary (also referred to herein as the "Development") encompasses approximately 1,546 acres and is planned to be developed into multiple residential and commercial tracts linked by a comprehensive network of pedestrian and multi-purpose pathways. The Development is located entirely within the County and is generally located south of State Road 200 (Hwy A1A), west of Edwards Road, north of the Nassau River and east of Boggy Creek. Direct access to the Development is via State Road 200 (Hwy A1A) and Edwards Road.

The Development is located approximately twenty-four (24) miles north of downtown Jacksonville, Florida and twenty (20) miles west of Amelia Island Beach. The Jacksonville International Airport is approximately fifteen (15) miles south of the Development via Interstate 95, a main interstate highway route and traffic corridor that travels through the Jacksonville area and is accessible within three (3) miles east of the Development. The Development is in close proximity to medical facilities, recreational opportunities, retail shopping venues and restaurants. Medical care can be obtained at Baptist Medical Center Nassau located within twenty (20) miles of the Development. UF Health has constructed a comprehensive medical office building including an urgent care facility staffed by emergency medicine faculty within the Wildlight community located five (5) miles east of the Development. Baptist Medical Village, a twenty-six (26) acre site adjacent to the UF Health site, features 30,000 square feet of medical office space. River City Market Place located fourteen (14) miles south of the Development is an open shopping mall providing for big box retailers including Best Buy, Lowes and Walmart. Additional commercial support including a Publix Supermarket is conveniently located within ten (10) miles east of the Development off of State Road 200 (Hwy A1A). A national grocery-anchored shopping center is also planned at the nearby Wildlight community. The St. Johns Town Center, a 2.0 million square foot lifestyle center located thirty-five (35) miles south of the Development at the intersection of Interstate 295 and Butler Boulevard provides for additional retail opportunities.

The Development is planned to include residential units in clustered neighborhoods and commercial, retail and office use situated throughout the Development, including approximately 3,125 residential units, 50,000 square feet of office space, 300,000 square feet of retail space, 250,000 square feet of industrial use, and a 300-slip dry storage facility.

The first phase of the Development ("Phase 1A") encompasses approximately 461 gross acres of which approximately fifty-eight (58) gross acres were conveyed to the County for the County Park (as hereinafter defined). Phase 1A is currently planned to include 654 residential lots situated across six (6) parcels (such parcels also referred to herein as a "Unit" or "Units") of which two (2) Units are being marketed as age-restricted neighborhoods. Development activities in Phase 1A of the Development commenced in the third quarter of 2019. Horizontal infrastructure in Units 1 through 3 consisting of 284 conventional residential units are complete and a plat has been recorded for such Units. Development activities in Unit 4 planned for 100 age-restricted residential units are complete and a plat has been recorded for such Unit. Development activities for Unit 5 planned for 102 age-restricted residential lots commenced in the second quarter of 2021 with completion anticipated in the fourth quarter of 2022. Horizontal infrastructure improvements in Unit 6 planned for 168 conventional residential lots commenced in January 2021 and are expected to be complete in the second quarter of 2022. The Developer reported that as of March 31, 2022, approximately [__] homesites have been developed with another [__] homesites currently under development throughout each of the active Units. Approximately [__] developed lots within Units within Phase 1A have been taken down by builders to date. Further,

approximately [__] homes have closed with end-users with an additional [__] home under contract with retail buyers.

The second phase of Development ("Phase 1B") encompasses approximately 420 acres and is currently planned to include 710 conventional residential units situated across five (5) units located in the southernmost point of the Development including Units 8, 10, 12, 14, and 15. As discussed in more detail herein under the heading "THE DEVELOPMENT – Assessment Areas," the Series 2022A Assessments levied in connection with the Series 2022A Bonds are ultimately intended to be secured by special assessments levied on 257 residential units planned in Units 8, 10 and 15 and constituting the Series 2022A Assessment Area.

Land Acquisition/Development Financing

The Developer acquired the lands constituting the Development in June 2019 for a total purchase price of approximately \$25.3 million. The purchase price was funded with approximately \$4.3 million in equity provided by the Developer and approximately \$20.9 million provided via a revolving line of credit (the "Credit Facility") obtained by GreenPointe Developers, LLC, a Delaware limited liability company ("GreenPointe") and provided by Fidelity Land, LLC ("Fidelity"). The Credit Facility provides for a maximum loan amount for the Development of approximately \$24.5 million on a revolving basis and is secured by a mortgage on the lands within the Development and a pledge of membership interests in the Developer and GreenPointe, and is cross-defaulted with other loans that may be made to GreenPointe in the future. The current loan balance of the Credit Facility is [\$_____].

Upon the issuance of the Series 2022A Bonds, the District, the Developer and Fidelity will enter into a Tri-Party Agreement, whereby Fidelity grants to the District a license to use the development and contract rights under the Collateral Assignment to complete the Series 2022A Assessment Area upon an Event of Default by the Developer, provided such use of such license is not in a manner inconsistent with the continued rights of Fidelity. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS – Collateral Assignment" herein.

Net proceeds of the Series 2022A Bonds will be used to acquire and/or construct a portion of the 2022A Project in the estimated amount of \$9.1 million*. The District currently intends to issue additional series of Bonds to fund additional portions of the CIP for the Development; however, such future series of Bonds will not be secured by debt assessments levied on lands within the Series 2022A Assessment Area. In addition to the Credit Facility, the Developer anticipates using equity to fund the remaining portions of the 2022A Project not funded with net proceeds of the Series 2022A Bonds as well as the other development costs not included within the CIP which include certain offsite roadway improvements and a County fire station in the estimated amounts of \$1.4 million and \$4.6 million, respectively. As discussed below under the sub-heading " – Entitlements/Zoning," the Developer is expected to receive reimbursement from the County for up to 50% of the costs of the fire station and is expected to receive impact fee credits for the remaining 50% of the costs of the fire station.

* Preliminary, subject to change.

As previously mentioned, the District issued its Series 2019A Bonds to fund a portion of the CIP in the approximate amount of \$15.2 million of which \$7.6 million was used to fund Master Infrastructure costs and the balance was used to fund Neighborhood Infrastructure costs. The District subsequently issued its Series 2021B Bonds (Units 3 and 4) to fund \$3.1 million of Neighborhood Costs specific to Units 3 and 4 within Phase 1A of the Development. Further, the District issued its Series 2021B Bonds (South Assessment Area) to fund \$8.6 million of Master Infrastructure costs within the Development.

Since its acquisition of the lands constituting the District, the Developer estimates it has invested approximately [\$_____] million, inclusive of bond proceeds, in the District. As it relates to the Series 2022A Assessment Area, the Developer estimates it has expended approximately [\$_____] in development-related expenditures to date.

Entitlements/Zoning

The Development was reclassified from Agriculture to Multi-Use on the Future Land Use Map of the Nassau County Comprehensive Plan pursuant to Ordinance 2006-67 enacted on August 28, 2006. The Development was also rezoned from Open Rural to Planned Unit Development pursuant to Ordinance 2006-68 (the "Three Rivers PUD") enacted on August 28, 2006. The Three Rivers PUD has been amended from time to time.

The Three Rivers PUD consists of approximately 1,546 acres. The Three Rivers PUD zoning ordinance, as amended, establishes a master development plan review procedure which requires a Final Development Plan ("FDP"), formerly known as master development approval, to be submitted, reviewed and approved for each neighborhood or portion thereof in the Three Rivers PUD. Each FDP will go to the Nassau County Development Review Committee staff of the Planning Department for approval. The FDP must demonstrate compliance with all sections of the Three Rivers PUD. The Developer anticipates FDP approval for the South Assessment Area will be applied for in conjunction with development of such Units.

The Development is part of the Three Rivers Development of Regional Impact (the "Three Rivers DRI"). The development order governing the Three Rivers DRI (the "Three Rivers DO") was originally approved in August 2006 has since been amended via a series of resolutions, including to adjust certain land uses in areas outside of the Series 2022A Assessment Area. The Three Rivers DO, as amended, provides for the development of up to 3,200 residential units, 500,000 square feet of retail space, 50,000 square feet of office space, a 300-slip dry storage facility and 250,000 square feet of industrial use on 1,546 acres, to be constructed in two (2) phases (which phases may include sub-phases), as detailed in the table below (herein referred to as "Phase 1" and "Phase 2"). The Three Rivers DO currently has a buildout date of [February 17, 2032] and an expiration date of [February 17, 2037], five (5) years after the buildout date. If conditions of the Three Rivers DO are met, the County cannot down-zone or reduce the unit density provided in the Three Rivers DO prior to the buildout date.

Land Use	Phase 1 (2008 - 2026)	Phase 2 (2022 - 2031)	Total
Residential (units)	1,400	1,800	3,200
Retail (sq. ft.)*	200,000	300,000	500,000
Office (sq. ft.)	0	50,000	50,000
Dry Storage (units)	300	0	300
Industrial (sq. ft.)	50,000	200,000	250,000

* The Three Rivers DO, as amended, provides for the development of up to 500,000 square feet of retail space, however, the Development is currently planned to include only 300,000 square feet of retail space.

The Three Rivers DO sets forth conditions related to certain items including, without limitation (a) transportation; (b) education; (c) recreation and open space; (d) affordable housing; (e) fire station; and (f) solid waste. Currently, all aspects of the Three Rivers DO governing the Three Rivers DRI are in compliance. Failure to meet the conditions set forth in the Three Rivers DO could result in the cessation of development activities. Below is a summary of certain of the aforementioned conditions.

Transportation. Below are certain of the remaining transportation improvements as required by the Three Rivers DO (Resolution No. 2015-54) as well as certain other transportation mitigation obligations.

(a) The Developer will contribute \$3,597,000 (proportionate share contribution in 2015 dollars as escalated by the consumer price index ("CPI")) in funded transportation improvements and/or cash payments to offset the impacts of the Three Rivers DRI development to the regional transportation system, as described below.

(b) The Developer's predecessor contributed \$50,000 to Florida Department of Transportation ("FDOT") to be used for the preparation of an Interchange Operational Analysis Report. The Developer and the County entered into a Transportation Mobility Contribution Credit Agreement on October 28, 2019 (the "Mobility Credit Agreement"). The Mobility Credit Agreement provides for immediate credit to the Developer in the amount of \$50,000 against mobility fees for the cost of the FDOT Interchange Operational Analysis Report and provides that the Developer will receive additional credit upon payment of its proportionate share contribution and/or upon contribution of land by the Developer for improvements to State Road 200/A1A or Edwards Road.

(c) Construction of "Phase 1 of the Three Rivers DRI" will not result in any transportation deficiencies on significantly impacted roads or facilities and, as such, no proportionate share contributions are required for Phase 1 of the Three Rivers DRI.

(d) The Developer shall be responsible for any County impact fees or mobility fees associated with the development of Phase 1 of the Three Rivers DRI.

(e) Prior to issuance of any permits for vertical construction of Phase 2 of the Three Rivers DRI, the Developer will be responsible for contributing \$3,547,000 (in 2005 dollars as escalated by CPI) to FDOT or the County.

Unused development rights from a particular Phase carry over into subsequent Phases until buildout.

Education. Pursuant to Resolution No. 2019-14, the Developer shall convey approximately twenty-seven and a half (27.5) acres of developable land free of any environmental burdens located within hurricane evacuation zone C or higher for purposes of constructing a school. All utilities shall be available at the boundary of the site and the Developer shall mitigate and eliminate any wetlands at no cost to the Nassau County School Board. Such school site has been donated to the Nassau County School Board.

Pursuant to the Second Amended Memorandum of Understanding approved by the School Board on June 24, 2021 (to be incorporated into the DRI at a later date) homebuilders are required to pay the then effective Educational Facilities Impact Fee, except that up to 750 age-restricted units are exempt from payment of such fees.

Recreation and Open Space. Pursuant to Resolution No. 2008-77, the Three Rivers DRI shall include a minimum of 300 acres of overall open space. The County Park and recreational improvements include:

A county park containing approximately fifty-eight (58) gross acres to be improved with active recreational facilities and containing a minimum of twenty-seven (27) acres of usable uplands was conveyed to the County (the "County Park") on August 22, 2019.

Pursuant to a Development Agreement entered into by and between the Developer and the Board of County Commissioners on February 25, 2019 (the "Park DA"), the Developer will construct the County Park improvements in three (3) phases. Construction on phase one of the County Park commenced in September 2020 and is expected to be complete by June 2022. Phase one of the County Park includes two baseball fields, concession facility, a multi-purpose trail and a parking lot. Construction on phase two of the County Park which will include a multi-purpose field, two baseball fields and a playgroup facility site (equipment to be provided by the County), will commence on or prior to issuance of the 432nd single-family residential unit certificate of occupancy ("CO"). The final phase of the County Park will commence on or prior to issuance of the 863rd single-family residential unit CO. Construction of the second and third phase of the County Park shall be complete within 22 months of the start of construction of each phase. If the Developer fails to comply with the terms of the Park DA, the County can cease issuance of building and development permits within the Three Rivers DRI until such time as the event of default is cured.

Pursuant to the Park DA, satisfaction of the obligations of the Park DA represents complete compliance of any and all recreation and open space obligations. No additional impact fees, payments-in-lieu of land donation or similar park-related fees are due.

Affordable Housing. Pursuant to Resolution No. 2006-126, the Developer has committed to provide at a minimum 100 residential units scattered throughout the Three Rivers DRI that are

affordable to moderate households with prices less than \$185,000 (indexed to CPI) while maintaining the architectural style of the Development. At least fifty (50) of these units will be provided before the end of Phase 1 of the Three Rivers DRI.

Fire Station. Pursuant to Resolution No. 2006-126, the Developer shall design a three-bay fire station at its cost, and development shall commence on the fire station prior to the 100th residential building permit. Prior to the opening of the station for operations, the Developer shall provide a 75' Quint Fire Truck and a rescue unit ambulance for the station. The Developer shall receive reimbursement from the County for up to 50% of the costs of the fire station and is expected to receive impact fee credits for the remaining 50% of the costs of the fire station. The Developer is currently in the process of negotiating an agreement with the County Fire Department to achieve a site plan and fire station design acceptable to both parties. On March 1, 2021, the County Fire Department issued a letter stating that the County Fire Department does not require construction of the fire station to commence until January 2023.

Solid Waste. Pursuant to Resolution No. 2006-126, prior to the issuance of any permits for vertical construction in Phase 2 of the Three Rivers DRI, the Developer will consult with the County to reassess landfill capacity. In the event there is insufficient capacity, the Developer will work with the County to reach a mutually satisfactory solution for solid waste disposal.

Land Use Plan/Phasing

The Development is planned to be developed in two (2) phases, with each phase broken out in sub-phases, for the development of approximately 3,125 residential units, 50,000 square feet office space, 300,000 square feet of retail space, 250,000 square feet of industrial use, and a 300-slip dry storage facility. A summary of the current development plan for the Series 2022A Assessment Area within Phase 1B of the Development is provided in the table below.

Unit/Product Type	# of Units
Unit 8 (Conventional Lots)	
Single-Family 50'	50
Single-Family 60'	29
	79
Unit 10 (Conventional Lots)	
Single-Family 50'	59
Single-Family 60'	63
	122
Unit 15 (Conventional Lots)	
Single-Family 70'	56

Development Status

Master Infrastructure. Construction on the main amenity center planned to include a resort-style pool, adventure play tot-lot, state-of-the-art fitness center, pickleball and sports courts and entertainment areas is currently underway with completion anticipated in June 2022. The County Park located within Tributary is planned as an expansive facility anticipated to include baseball and multi-purpose fields, picnic areas, concession facilities, a playground, dog park and trail connections to the Tributary neighborhoods. Phase one of the County Park which includes two baseball fields, a concession facility, a multi-purpose trail and a parking lot is currently under construction with completion anticipated in June 2022, and full built out of all phases of the County Park anticipated by the fourth quarter of 2024. Further, the site work for all three (3) phases of the County Park is complete.

The spine road and related landscaping commencing at the Development's entry way through Unit 5 within Phase 1A of the Development is complete with the current extension through Unit 6 anticipated to be complete in the second quarter of 2022. Further extension of the spine road from its termination at Unit 6 is expected to be incrementally built with each Unit within the Series 2022A Assessment Area commencing with the development of Unit 8.

Neighborhood Infrastructure. As discussed above, the development activities within Phase 1A of the Development commenced in the third quarter of 2019. Horizontal infrastructure improvements in Units 1, 2 and 3 consisting of a combined 284 conventional residential lots within Phase 1A of the Development are complete and home sales activities are underway. Further, Unit 4 planned for 100 age-restricted residential units is complete and has been platted. Development activities for Unit 5 planned for 102 age-restricted residential lots commenced in the second quarter of 2021 with completion expected in the fourth quarter of 2022. Horizontal infrastructure improvements in Unit 6 within Phase 1A of the Development planned for 168 conventional residential lots is currently underway with completion expected in the second quarter of 2022.

Horizontal infrastructure improvements in the Series 2022A Assessment Area planned for 257 conventional residential lots has commenced with clearing operations within Unit 8 planned for seventy-nine (79) conventional residential units. The contract for development work for Unit 8 has been bid and awarded with development completion anticipated to occur in conjunction with Unit 5 in the fourth quarter of 2022. Development activities in Units 10 and 15 planned for 178 conventional residential lots are anticipated to commence in the second quarter of 2022 with completion anticipated in the [__] quarter of 2023.

Permitting

As described in further detail in the Supplemental Engineer's Report, the following master permits for wetland impacts/surface water management for the entire Development have been obtained (i) a U.S. Army Corps of Engineers permit valid through August 2033; and (ii) a conceptual permit from the St. Johns River Water Management District ("SJRWMD") valid through February 7, 2040. [Further, SJRWMD Environmental Resource Permit ("SJRWMD ERP") for storm water management system] and permits from the Department of Environmental Protection and JEA for water and wastewater system have been obtained for the Series 2022A Assessment Area. County construction plan approvals for Unit 8 consisting of the seventy-nine

(79) residential units within the Series 2022A Assessment Area are anticipated to be provided in April 2022 with similar approvals for Units 10 and 15 anticipated to be obtained in May 2022.

Upon the issuance of the Series 2022A Bonds, the District Engineer will certify that any permits and approvals necessary for the infrastructure specific to the Series 2022A Assessment Area that have not previously been obtained are expected to be obtained in the ordinary course of business.

Environmental

In conjunction with its purchase of the lands within the Development, the Developer commissioned a Phase I Environmental Site Assessment, dated November 2018 (the "Phase I ESA") from Environmental Services, Inc. The Phase I ESA revealed no evidence of environmentally recognized conditions.

Utilities

JEA will provide water services, wastewater treatment services and reclaimed water services to the Development and has issued a capacity letter stating it currently has sufficient water and wastewater capacity to serve the entire Development. However, it is not until construction plan approval that capacity is vested. As previously stated herein, the Developer is anticipated to obtain construction plan approval for Unit 8 in April 2022 with similar approvals for Units 10 and 15 to follow in May 2022.

Florida Power & Light will provide electric service to the Development and Florida Public Utility is anticipated to provide natural gas to the Development. Additionally, broadband services are provided through a combination of Comcast Xfinity and AT&T. The former bulk service agreement with Comcast has been terminated.

Builder Contracts

The Developer has previously entered into contracts with Lennar Homes, LLC, a Florida limited liability company ("Lennar Homes"), Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders Homes") and Richmond American Homes of Florida, LP, a Colorado limited partnership ("Richmond American Homes") for the purchase of 764 homesites within the Development, all of which are outside of the Series 2022A Assessment Area. Approximately [] of the 764 contracted homesites within the Development have been taken down by builders to date.

It is currently the intent of the Developer to sell finished lots to builders within the Series 2022A Assessment Area of the Development planned for 257 residential units.

[ADDITIONAL INFORMATION TO FOLLOW]

Assessment Areas

Series 2019A Assessment Area. The District previously issued its Series 2019A Bonds to fund a portion of the Phase 1A Project in the approximate amount of \$15.2 million. The Series 2019A Bonds were levied on an equal per acre basis on the lands constituting Phase 1A of

the Development including the 654 residential lots planned within Units 1 through 6, and Unit 16 which is planned to include 164 residential lots (the "Series 2019A Assessment Area"). The Series 2019A-1 Bonds were sized to correspond with the amount of special assessments allocable to Units 1 through 6 from the lands comprising Phase 1A planned for a total of 654 residential lots per the allocation set forth in the Master Methodology Report as supplemented by Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2019A-1 and 2019A-2, dated September 26, 2019 (the "2019A Supplemental Methodology Report" and together with the Master Methodology Report, the "2019A Methodology Reports"), which prescribes the assignment of special assessments from a per acre amount to a per unit amount upon the sale of property with specific entitlements transferred thereto or platting. The Series 2019A-2 Bonds were sized to correspond to the 221 residential lots planned within Units 1 and 2 of Phase 1A of the Development per the allocation set forth in the 2019A Methodology Reports, which prescribes the assignment of special assessments from a per acre amount to a per unit upon development completion and platting of the lots. Currently, a plat has been recorded for Units 1 through 4 within Phase 1A of the Development.

Series 2021B (Unit 3 & 4) Assessment Area. As previously noted, the special assessments securing the Series 2021B Bonds (Units 3 & 4) were initially levied on an equal per acre basis on Units 3 through 6, which are intended to be developed into 423 residential lots, plus Unit 16 which is intended to be developed into 164 residential lots (together, the "Series 2021B (Unit 3 & 4) Assessment Area"). The Series 2021B Bonds (Units 3 & 4) were sized to correspond to the collection of special assessments from all 153 residential units planned in Units 3 and 4 of the Development per the allocation methodology set forth in the Master Methodology Report as supplemented by Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2021B, dated January 27, 2021 which prescribes the assignment of special assessments from a per acre amount to a per unit upon development completion and platting of the lots. A plat has been recorded for Units 3 and 4 within Phase 1A of the Development.

Series 2021B South Assessment Area. As previously noted, the special assessments securing the Series 2021B Bonds (South Assessment Area) were initially levied on an equal per acre basis on the lands constituting Units 8, 10, 12, 14 and 15 consisting of 420 acres and planned to be developed into 722 residential lots (the "Series 2021B South Assessment Area"). The Series 2021B Bonds (South Assessment Area) were sized to correspond to the collection of special assessments from all 722 residential lots originally planned in the Series 2021B South Assessment Area. Per the allocation methodology set forth in the Master Methodology Report as supplemented by Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds, Series 2021B (South Assessment Area), dated August 12, 2021 prescribes the assignment of special assessments from a per acre amount to a per unit upon development completion and platting of the lots.

As previously discussed herein, the Series 2021B Bonds (South Assessment Area) are currently outstanding in the par amount of \$10,000,000 and will be partially refunded by the Series 2022A-2 Bonds. Such portion of the Series 2021B Bonds (South Assessment Area) to be refunded corresponds to the Series 2021B Assessments (South Assessment Area) levied on the Series 2022A Assessment Area which lien will be extinguished upon the issuance of the Series 2022A Bonds.

The remaining Series 2021B Assessments (South Assessment Area) do not overlap with the Series 2022A Assessments.

Series 2022A Assessment Area. As more fully described under the heading "ASSESSMENT METHODOLOGY," initially, the Series 2022A Assessments levied in connection with the Series 2022A Bonds will be allocated on an equal per acre basis on the lands constituting Units 8, 10 and 15 consisting of [__] acres and planned to be developed into 257 conventional residential lots (the "Series 2022A Assessment Area"). Per the allocation methodology set forth in the 2022A Assessment Methodology Reports, the Series 2022A Assessments will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the lots within the Series 2022A Assessment Area. The Series 2022A Bonds were sized to correspond to the collection of Series 2022A Assessments from all 257 residential lots planned in the Series 2022A Assessment Area.

Projected Absorption

The following table sets forth the Developer's anticipated pace of finished lot sales within the Series 2022A Assessment Area of the Development. Home sale activities for homes within Unit 8 is expected to commence in the [__] quarter of 2023.

Product Type	2023	2024	2025	2026	2027	Total
Single-Family 50'						109
Single-Family 60'						92
Single-Family 70'						56
TOTAL						257

Although the projected absorption rate shown above is based upon estimates and assumptions made by the Developer, and although considered reasonable by the Developer utilizing historical data, and taking into account current market conditions, it is nonetheless inherently uncertain and subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. In particular, historical data will likely not be indicative of future market conditions. The Developer cannot predict with certainty the pace of new home sales and deliveries, whether there could be a significant slowing of new home sales in the future as a result of market conditions, and the extent to which such market conditions might impact the Development. As a result, there can be no assurance that the absorption will occur or be realized in the manner set forth herein.

Residential Product Offerings

The Tributary model home village currently features six (6) model homes showcasing open concept designs, innovative features and flexible spaces for family living and entertainment within Phase 1A of the Development. The active homebuilders within Phase 1A of the Development are currently offering more than thirty (30) floor plans that include one- and two-story single-family homes ranging in size from approximately 1,400 square feet to more than 3,800 square feet. Many of the neighborhood's home sites feature preserve or lake views and have home prices starting in the [low \$300,000s].

The Developer anticipates that all units within Series 2022A Assessment Area with the exception of Unit 15 will consist of similar product offerings as Phase 1A of the Development. Unit 15 within the Series 2022A Assessment Area will offer a new product series consisting of single-family 70' lots; and, as such, the Developer currently anticipates that a model home will be constructed within the model home village in Phase 1A of the Development showcasing the new product offering. The table below illustrates the current product type and pricing information for the homes that are anticipated to be offered within the Series 2022A Assessment Area, which information is subject to change.

<u>Product Type</u>	<u>Square Footage</u>	<u>Price Ranch</u>
Single-Family 50'	1,600 – 2,800	[\$310,000 - \$360,000]
Single-Family 60'	1,650 – 3,200	[\$350,000 - \$425,000]
Single-Family 70'	2,700 – 4,500	[\$450,000 - \$550,000]

Home Sales Activity

As previously noted, the Development currently features six (6) model homes within Phase 1A of the Tributary community with one additional model home anticipated to be constructed within the model home village showcasing the new product offering planned within Unit 15. As of March 31, 2022, approximately [__] homes had been closed with end-users with an additional [__] home under contract with retail buyers. It is anticipated that home sales activity within the Series 2022A Assessment Area will commence in the [__] quarter of 2023.

Recreational Facilities

The Development is currently planned to feature certain amenities including a clubhouse featuring a state-of-the-art fitness center, a large resort-style pool, playgrounds, sport courts, a trail system, pocket parks and conservation areas. Tributary's County Park is anticipated to include baseball and multi-purpose fields, concessions, multi-purpose trails, and a kayak launch into Boggy Creek.

Construction of the main recreational facilities has commenced with completion expected by June 2022. The recreational facilities were funded by the District in the estimated amount of [\$_____] million. Tributary's County Park is currently under construction with completion of the first phase anticipated in June 2022 and ultimate build out of all phases anticipated in the fourth quarter of 2024. As of March 31, 2022, the Developer estimates that approximately [\$_____] million has been expended towards the completion of Tributary's County Park. It is currently anticipated that the amenities with the exception of the County Park will be owned and operated by the District.

In addition to the District's recreational facilities, it is anticipated that the age-restricted neighborhoods will have a private amenity facility reserved for the use of the residents within such neighborhoods.

Marketing

The Developer intends to undertake a comprehensive marketing effort for the Development in its entirety. Such effort is underway and is intended to utilize a marketing campaign that includes extensive digital, print marketing, and public relations, including creative materials, branded content, social and interactive media, and a community website (www.tributaryliving.com). Such expenditures have primarily been funded with a 1.0% marketing fee from participating homebuilders within the Development which is required to be paid upon the closing of the sale of a new home in the Development. The Developer intends to require homebuilders within the Series 2022A Assessment Area to provide for a similar marketing fee to continue the Developer's marketing initiative within the Development.

The Development is planned to offer information regarding the various neighborhoods, amenities, and the overall lifestyle of the Development to future residents within the amenity clubhouse. Further, it is anticipated that each of the homebuilders in the Development will employ their own marketing efforts to market their respective homes.

Schools

Based upon current school zoning, children residing in the Development would generally attend Wildlight Elementary, Yulee Middle School, and Yulee High School. Wildlight Elementary and Yulee High each received a grade of "A" from the Florida Department of Education in 2021. Yulee Middle received a grade of "B" during the same period. Wildlight Elementary, Yulee Middle and Yulee High are all located approximately five (5) miles east of the Development.

As previously discussed, the Developer has conveyed approximately twenty-seven and a half (27.5) acres of developable land to the Nassau County School Board for purposes of constructing a school, which the School Board currently anticipates will be an elementary school.

Fees and Assessments

Each homeowner residing in the Series 2022A Assessment Area will pay annual taxes, assessments and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes, the District's special assessments, homeowners' association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes. The current millage rate for the area of the County where the Development is located is approximately 15.9618. Accordingly, by way of example, the annual property taxes for a \$300,000 home would be approximately \$4,789 after accounting for a \$25,000 homestead exemption.

Homeowner's Association Fee. All homeowners in the conventional (not-aged restricted) Units will be subject to an annual master homeowner's association ("Master HOA") fee for architectural review and deed restriction enforcement. The Master HOA fee is expected to be [\$125] and will vary annually based on the adopted budget by the Master HOA for a particular year. Further, it is anticipated that the age-restricted neighborhoods will have their own association

to provide for the ownership and maintenance of facilities owned by such association including recreational facilities as well as other homeowners' services such as individual lawn care.

District Special Assessments. All homeowners residing in the Series 2022A Assessment Area will be subject to the Series 2022A-1 Assessments levied in connection with the Series 2022A-1 Bonds. In addition to the Series 2022A-1 Assessments, all homeowners within the Series 2022A Assessment Area will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. All lots in the Series 2022A Assessment Area will also be subject to the Series 2022A-2 Assessments levied in connection with the Series 2022A-2 Bonds. The Series 2022A-2 Assessments are expected to be prepaid upon lot closing with a homebuilder.

The table below illustrates the annual Series 2022A Assessments and estimated O&M Assessments for FY2022/2023 that will be levied by the District for each unit within the Series 2022A Assessment Area.

Land Use/ Product Type	# of Units	Est. Series 2022A-1 Bonds Principal Per Unit	Est. Series 2022A-1 Bonds Annual Debt Service Per Unit (Gross)	Est. Series 2022A-2 Bonds Principal Per Unit	Est. Series 2022A-2 Bonds Annual Debt Service Per Unit (Net)	Est. Annual Fiscal Year 2022 O&M Assessment Per Unit (Gross)*
Unit 8						
Single-Family 50'	50	\$23,927	\$1,581	\$24,881	\$1,120	\$856
Single-Family 60'	29	25,522	1,686	33,047	1,487	856
Unit 10						
Single-Family 50'	59	\$23,927	\$1,581	\$24,881	\$1,120	\$856
Single-Family 60'	63	25,522	1,686	33,047	1,487	856
Unit 15						
Single-Family 70'	58	\$26,320	\$1,739	\$42,011	\$1,890	\$856

* Until lots are platted, O&M Assessments are expected to be paid from Developer contributions for administrative expenditures only. The estimated annual Fiscal Year 2022 O&M Assessment per future unit is \$40.64.

Competition

It is anticipated the Development will provide homesites in an emerging market by replacing sold-out communities. The Developer anticipates the primary competition for the District will come from River Glen, Wildlight, Amelia Concourse, Flora Parke, Plummer Creek, and Heron Isles. The information appearing below has been obtained from publicly available sources and the District makes no representation as to the accuracy or completeness of such information.

River Glen (River Glen Community Development District). Located just east of the Development, River Glen is planned to contain 688 residential units at buildout. D.R. Horton is currently offering homes ranging in size from approximately 1,701 square-feet to 2,566 square-feet with a starting price in the low \$300s. Target customers include first time homebuyers and

move-up buyers. The development includes an eight (8) acre community site with an approximately 10,000 square-foot clubhouse, basketball courts, a resort-style swimming pool, playground, open playfield, parking lot and tennis courts. Additional amenities are anticipated within the remaining phases as well.

Wildlight (East Nassau Stewardship District). A large-scale community located one-half (1/2) mile east of Interstate 95 on S.R. 200/Highway A1A, Wildlight serves as the Development's primary competition. Wildlight is planned to be a 2,900-acre mixed-use development approved for seven (7) million square-feet of office, commercial, medical, industrial and residential use. The development is expected to include 3,200 residential units upon build out with average sales prices in the high \$300s.

Amelia Concourse (Amelia Concourse Community Development District). Encompassing approximately 200 acres and planned to consist of 458 single-family units, Amelia Concourse, located within twelve (12) miles of the Development, is expected to attract middle-income to upper-income families seeking a community-oriented lifestyle in an amenitized, upscale community. Community facilities include three (3) swimming pools including a beach access to one of the pools with a water park, a clubhouse with over 3,000 square feet of covered area, a playground and parking. Homes range in size from 1,512 to 3,512 square feet with prices starting in the mid \$400s.

Flora Parke. A master-planned, subdivision with very limited amenities consisting of a community playground and basketball court, Flora Parke is located further north along Amelia Concourse. The community is planned for 662 homes with prices starting in the \$400s.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that the Developer anticipates may pose primary competition to the Development.

THE DEVELOPER

The following information appearing under the caption "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2022A Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPER" and "LITIGATION - The Developer" (as it relates to the Developer) does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

The Developer's obligation to pay the Series 2022A Assessments is limited solely to the obligation of any landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to

the Series 2022A Assessments. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022A BONDS" herein.

The landowner and developer of the lands constituting the Development is Three Rivers Developers, LLC (the "Developer"), a Delaware limited liability company, which is a wholly owned subsidiary of GreenPointe. The majority of the membership interests in GreenPointe are held by GreenPointe Holdings, LLC ("GreenPointe Holdings"), a Florida limited liability company, which entity serves as the administrative member of GreenPointe.

GreenPointe Holdings was founded by Edward E. Burr in 2008 with a charge to create livable communities of lasting value that fit the needs of today's homebuyers. Prior to leading GreenPointe Holdings, Mr. Burr founded the LandMar Group, LLC ("LandMar") in 1987 and led the company's creation of master-planned, award-winning communities in Florida and coastal Georgia. Under his leadership, LandMar acquired, designed, entitled and developed more than thirty (30) master-planned communities and developments. GreenPointe Holdings and each of its divisions are led by veterans of land and community development, homebuilding, lifestyle and amenities management, equity and debt financing, and infrastructure development. The GreenPointe Holdings team's collective experience includes raising and investing more than \$800 million to develop 100,000 acres of land, build 80,000 home sites and construct 30,000 homes. Including the Development, GreenPointe Holdings and its partners own thirteen (13) Florida communities and developments totaling approximately 11,000 lots and several hundred acres of land entitled for multi-family residential, retail and office use.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the proposed form of which is included as APPENDIX B hereto, the interest on the Series 2022A Bonds is, under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), excludable from federal gross income and is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals under existing statutes, regulations, published rulings and court decisions. Such opinion assumes compliance by the District with the tax covenants set forth in the 2022A Indenture and the accuracy of certain representations included in the closing transcript for the Series 2022A Bonds. Failure by the District to comply subsequent to the issuance of the Series 2022A Bonds with certain requirements of the Code, regarding the use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2022A Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issue. The District has covenanted in the 2022A Indenture to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2022A Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenant.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2022A Bonds, including, among other things, restrictions relating to the use of investment of the gross proceeds

of the Series 2022A Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2022A Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2022A Bonds being included in gross income for federal income tax purposes retroactive to their date of issue.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2022A Bonds. Prospective purchasers of the Series 2022A Bonds should be aware that the ownership of the Series 2022A Bonds may result in collateral federal tax consequences.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2022A BONDS, AS THE CASE MAY BE, AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL OR CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Series 2022A Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2022A Bonds should consult their tax advisors as to the income tax status of interest on the Series 2022A Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2022A Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2022A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2022A Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2022A Bonds.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2022A Bonds maturing on _____ and _____ (collectively, the "Discount Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers), at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." For federal income tax purposes, original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded on each interest payment date (or over a shorter permitted compounding interval selected by the Owner). A purchaser who acquires the Discount

Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds subject to the same considerations discussed above, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Bond Premium

Certain of the Series 2022A Bonds (the "Premium Bonds") may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds, which term ends on the earlier of the maturity or call date for each Premium Bond, minimizing the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2022A Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2022A Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2022A Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2022A Bonds. Investment in the Series 2022A Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2022A Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to the Underwriter at: MBS Capital Markets, LLC, 152 Lincoln Avenue, Winter Park, Florida 32789.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2022A Bonds upon an Event of Default under the 2022A Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the 2022A Indenture and the Series 2022A Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022A Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

[There is no litigation pending or, to the knowledge of the District, threatened, against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2022A Bonds, or any proceedings or transactions relating to their issuance, sale,

execution, or delivery, or the execution of the 2022A Indenture. Neither the creation, organization or existence of the District, nor the title of the present members of the Board or the District Manager is being contested.]

The Developer

[The Developer has represented that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the Series 2022A Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.]

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the District Engineer, the Underwriter and the Trustee, with respect to the authorization, sale, execution and delivery of the Series 2022A Bonds. Except for the payment of fees to District Counsel, the Methodology Consultant and the District Engineer, the payment of fees of the other professionals, including Bond Counsel, Underwriter's Counsel and Trustee's Counsel, is each contingent upon the issuance of the Series 2022A Bonds.

NO RATING

No application for a rating for the Series 2022A Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2022A Bonds would have been obtained if application had been made.

EXPERTS

The [2022A Engineers' Reports] attached hereto as APPENDIX C have been prepared by the District Engineer and Dominion Engineering Group, Inc. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein.

The Master Methodology Report attached hereto as APPENDIX D was prepared by the District's former methodology consultant and the 2022A Assessment Methodology Report attached hereto as APPENDIX D has been prepared by the Methodology Consultant. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein.

FINANCIAL INFORMATION

This District has covenanted in the form of a Continuing Disclosure Agreement set forth in APPENDIX E attached hereto to provide its annual audited financial statements to certain information repositories as described therein, commencing with the audit for the District fiscal year ended September 30, 2021. Attached hereto as APPENDIX F is a copy of the District's most recent audited financial statements for the District's Fiscal Year ended September 30, 2020. Such audited financial statements, including the auditor's report for the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditors was not requested. The Series 2022A Bonds are not general obligation bonds of the District and are payable solely from the 2022A Trust Estate.

Beginning October 1, 2015, community development districts in Florida must have a separate website with certain information as set forth in Section 189.069, F.S. Under such statute, each district must post its proposed budget and final budget and a link to the Auditor General's website (and the district's audit) on a district website or the website of the municipal or county government. The District has a website and it is <https://threeriverscdd.com>.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default on any bonds or other debt obligations since December 31, 1975.

CONTINUING DISCLOSURE

To assist the Underwriter in complying with the Rule, simultaneously with the issuance of the Series 2022A Bonds, the District and the Developer will enter into a Continuing Disclosure Agreement with Wrathell, Hunt and Associates, LLC, as dissemination agent and the Trustee (the "Continuing Disclosure Agreement") substantially in the form attached hereto as "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT." The District and the Developer, each as an "obligated person" under the Rule, have covenanted in the Continuing Disclosure Agreement to provide certain financial information and operating data relating to the Series 2022A Bonds (the "Reports"), and to provide notices of the occurrence of certain enumerated events. The Reports and notices of certain enumerated events, when and if they occur, shall be timely filed by the District and the Developer with the Electronic Municipal Market Access system. The specific nature of the financial information, operating data, and the type of events which trigger a disclosure obligation, and other details of the District's and the Developer's undertakings are more fully described in "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. Failure to comply with the requirements of the Continuing Disclosure Agreement will not result in an Event of Default under the 2022A Indenture.

The District

The District previously entered into a continuing disclosure undertaking as an "obligated person" under the Rule, with respect to its Series 2019A Bonds, Series 2021B Bonds (Units 3 & 4) and Series 2021B Bonds (South Assessment Area). The following disclosure is being provided by the District for the sole purpose of assisting the Underwriter in complying with the Rule. **In the previous five-year period beginning on April __, 2017 and ending on April __, 2022 (the "Compliance Period"), the District [TO COME]**

The Developer

The Developer has previously entered into a continuing disclosure undertaking as an "obligated person" under the Rule with respect to the Series 2019A Bonds, Series 2021 Bonds (Units 3 & 4) and Series 2021 Bonds (South Assessment Area). The following disclosure is being provided by the Developer for the sole purpose of assisting the Underwriter in complying with the Rule. During the Compliance Period, the Developer: **[TO COME]**.

UNDERWRITING

MBS Capital Markets, LLC (the "Underwriter"), has agreed, pursuant to a bond purchase agreement with the District, subject to certain conditions, to purchase (a) the Series 2022A-1 Bonds from the District at a purchase price of \$_____ (consisting of \$_____ par amount of the Series 2022A-1 Bonds, [plus [net] bond premium/less [net] original issue discount] in the amount of \$_____, and less an Underwriter's discount in the amount of \$_____), and (b) the Series 2022A-2 Bonds from the District at a purchase price of \$_____ (consisting of \$_____ par amount of the Series 2022A-2 Bonds, [plus [net] bond premium/less [net] original issue discount] in the amount of \$_____, and less an Underwriter's discount in the amount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2022A Bonds if they are purchased.

The Underwriter intends to offer the Series 2022A Bonds to Accredited Investors at the offering price set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2022A Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

The Bonds within the meaning of the Master Indenture were validated by a final judgment of the Fourth Judicial Circuit Court in and for Clay, Duval and Nassau Counties, Florida, entered on April 15, 2019 (the "Judgment"). The appeal period from such Judgment has expired with no appeal being taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2022A Bonds are subject to the approval of Akerman LLP, Jacksonville, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Kutak Rock, LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Developer by its general counsel.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2022A Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the sale of the Series 2022A Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2022A Bonds.

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AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Liam O'Reilly
Chairman, Board of Supervisors

APPENDIX A

**COPY OF THE MASTER INDENTURE AND
FORM OF THE FOURTH SUPPLEMENTAL INDENTURE**

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

APPENDIX C

2022A ENGINEERS' REPORTS

APPENDIX D

2022A ASSESSMENT METHODOLOGY REPORTS

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

DISTRICT'S FINANCIAL STATEMENTS

D-Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated as of _____, 2022 is executed and delivered by the **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT** (the "District" or the "Issuer") and **THREE RIVERS DEVELOPERS, LLC** (the "Developer"), a Delaware limited liability company, and joined in by the Dissemination Agent and the Trustee (as such terms are herein defined), in connection with the issuance of the following: \$_____ Three Rivers Community Development District Special Assessment Revenue Bonds, Series 2022A-1 (the "Series 2022A-1 Bonds") and \$_____ Three Rivers Community Development District Special Assessment Bonds, Series (the "Series 2022A-2 Bonds," and, together with the Series 2022A-1 Bonds, the "Series 2022A Bonds"). The Series 2022A Bonds are being issued pursuant to a Master Trust Indenture (the "Master Indenture"), dated as of September 1, 2019, as amended and supplemented by that certain Fourth Supplemental Trust Indenture, dated as of _____ 1, 2022, each entered into by and between the District and the Trustee (the "Fourth Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee (the "Trustee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other consideration contained herein, the District and the Developer covenant and agree as follows:

1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Developer for the benefit of the Owners (as defined herein) and to assist the Participating Underwriter (as defined herein) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the SEC (as defined herein) pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 4(a) hereof by which the Audited Financial Statements are to be filed with each Repository.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2022A Bonds (including persons holding Series 2022A Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Series 2022A Bond for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Developer" shall mean Three Rivers Developers, LLC, acting in its capacity as the initial Landowner (as defined herein), or any successor Landowner.

"Development" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; (b) as to the Developer, the individual executing this Disclosure Agreement on behalf of the Developer or such person(s) as the Developer shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent; and (c) as to any Landowner other than the Developer, such person(s) as the Landowner shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean Wrathell, Hunt and Associates, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and Trustee a written acceptance of such designation.

"District Manager" shall mean Wrathell, Hunt and Associates, LLC, its successors or assigns.

"EMMA" means the Electronic Municipal Market Access system, a service of the MSRB, or any successor thereto.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or any such other twelve month period designated by the Issuer, from time to time, to be its fiscal year.

"Landowner" means each owner of District Lands, which, along with its affiliates, successors, and assigns (excluding residential homebuyers), is responsible for payment of at least twenty percent (20%) of the Series 2022A Assessments; provided as of the date of the execution and delivery of this Disclosure Agreement, the Developer is the only Landowner.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated, _____, 2022, prepared in connection with the issuance of the Series 2022A Bonds.

"Listed Event" shall mean any of the events listed in Section 7 of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Series 2022A Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Series 2022A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the District, and for purposes of this Disclosure Agreement only, each Landowner.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Series 2022A Bonds and shall include Beneficial Owners of the Series 2022A Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Series 2022A Bonds required to comply with the Rule in connection with the offering of the Series 2022A Bonds.

"Quarterly Filing Date" means the dates set forth in Section 5 hereof by which Quarterly Reports are required to be filed with the Repository.

"Quarterly Report" shall mean any Quarterly Report provided by the Developer or any Landowner, its successors or assigns pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at <http://emma.msrb.org>.

"SEC" shall mean the Securities and Exchange Commission.

"Series 2022A Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Series 2022A Bonds pursuant to the Indenture.

"State" shall mean the State of Florida.

"Unaudited Financial Statements" shall mean the financial statements (if any) of the Issuer from the prior Fiscal Year which have not been certified by an independent auditor.

3. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:

(i) The amount of Series 2022A Assessments levied for the most recent Fiscal Year;

(ii) The amount of Series 2022A Assessments collected from property owners during the most recent Fiscal Year;

(iii) If available from the County Tax Collector with respect to platted lots being collected pursuant to the Uniform Method, the amount of delinquencies greater than 150 calendar days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Series 2022A Assessments due in any year, a list of delinquent property owners;

(iv) If available from the County Tax Collector with respect to platted lots being collected pursuant to the Uniform Method, the amount of tax certificates sold for lands within the District, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year;

(v) The balances in all Funds and Accounts for the Series 2022A Bonds. The District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and within thirty (30) calendar days of the date of any written request from the Owners or the Dissemination Agent;

(vi) The total amount of Series 2022A Bonds Outstanding;

(vii) The amount of principal and interest due on the Series 2022A Bonds in the current Fiscal Year; and

(viii) The most recent Audited Financial Statements of the District.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by specific reference to documents available to the public on the MSRB Website or filed with the SEC, including offering documents of debt issues of the District or related public entities, which have been

submitted to the Repository. The District shall clearly identify any document incorporated by reference.

(b) The District and the Developer each represent and warrant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District and the Developer each acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Developer, and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Developer, the Landowners, or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

4. Provision of Annual Reports.

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 30th after the close of the Fiscal Year, commencing with the Fiscal Year ended September 30, 2021 (the "Annual Filing Date"), in an electronic format as prescribed by a Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) of this Disclosure Agreement; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report, and may be submitted up to, but no later than, June 30th after the close of the Fiscal Year (the "Audited Financial Statements Filing Date"). Provided that if the Audited Financial Statements are not available at the time of the filing of the Annual Report, Unaudited Financial Statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements. If the Issuer's fiscal year changes, the Issuer, shall give notice of such change in the same manner as for a Listed Event under Section 7(a).

(b) If on the fifteenth (15th) calendar day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the District, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(s) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Content of Quarterly Reports.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall prepare a Quarterly Report no later than January 31 (for each calendar quarter ending December 31), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter commencing with the calendar quarter ending September 30, 2021; provided, however, that so long as any Developer is a reporting company, such dates shall be extended to the date of filing of its respective 10-K or 10-Q, if later, as the case may be (each, a "Quarterly Filing Date"). At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement.

(b) Each Quarterly Report shall contain the following information with respect to the lands owned by the Developer in the Development if such information is not otherwise provided pursuant to subsection (c) of this Section 5:

(i) A description of the infrastructure improvements and recreational amenities that have been completed and that are currently under construction, including infrastructure financed by the Series 2022A Bonds;

(ii) The percentage of the infrastructure financed by the Series 2022A Bonds that has been completed;

(iii) The number of single-family homes planned on property subject to the Series 2022A Assessments;

(iv) The number of single-family homes closed with retail end users;

(v) The number of single-family homes under contract with retail end users;

(vi) The number of single-family lots under contract with builders;

(vii) The number of single-family lots closed with builders;

(viii) The estimated date of complete build-out of residential units;

(ix) Whether the Developer has made any bulk sale of the land subject to the Series 2022A Assessments other than as contemplated by the Limited Offering Memorandum;

(x) The status of development approvals for the Development;

(xi) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xii) Updated plan of finance for the Development (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(xiii) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which are available to the public on the MSRB Website or filed with the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to assume the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 3(b), 5, 6 and 7 hereof, the term "Developer" shall be deemed to include each of the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from their obligations hereunder.

6. Provision of Quarterly Reports.

(a) The Developer shall provide a Quarterly Report which contains the information in Section 5 of this Disclosure Agreement to the Dissemination Agent no later than the Quarterly Filing Date for such Quarterly Report. The Dissemination Agent shall immediately file the Quarterly Report upon receipt from the Developer with each Repository.

(b) If on the seventh (7th) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Quarterly Report pursuant to Sections 5 and 6. Upon such reminder, the Developer shall either (i) provide the

Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Quarterly Report that contains the information in Section 5 of this Disclosure Agreement by the Quarterly Filing Date, a Listed Event described in Section 7(s) shall have occurred and the District and the Developer hereby direct the Dissemination Agent to immediately send a notice to each Repository in electronic format as required by such Repository, in substantially the form attached as Exhibit A hereto, with a copy to the District.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the District stating that the Quarterly Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

7. Reporting of Significant Events. Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2022A Bonds (but only as it relates to the Issuer as an Obligated Person with respect to Sections 7(j), 7(l), 7(m), 7(q), 7(r), and 7(s) below), and the Developer shall give, or cause to be given, notice of any of the events in Sections 7(j), 7(l), 7(m), 7(q), 7(r), and 7(s) below, to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in paragraph (s) below, which notice shall be given in a timely manner:

(a) Principal and interest payment delinquencies;

(b) Non-payment related defaults, if material;

(c) Unscheduled draws on debt service reserves reflecting financial difficulties;

(d) Unscheduled draws on credit enhancements reflecting financial difficulties*;

(e) Substitution of credit or liquidity providers, or their failure to perform*;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022A Bonds, or other material events affecting the tax status of the Series 2022A Bonds;

* Not applicable to the Series 2022A Bonds at their date of issuance.

- (g) Modifications to rights of the holders of the Series 2022A Bonds, if material;
- (h) Bond calls, if material, and tender offers;
- (i) Defeasances;
- (j) Release, substitution, or sale of property securing repayment of the Series 2022A Bonds, if material (including property leased, mortgaged or pledged as such security). The sale of any real property owned by a Landowner within the District in the ordinary course of the Landowner's respective business shall not be a Listed Event for purposes of the foregoing;
- (k) Rating changes*;
- (l) Bankruptcy, insolvency, receivership or similar event of the District or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District or any Obligated Person);
- (m) The consummation of a merger, consolidation, or acquisition involving the District or any Obligated Person or the sale of all or substantially all of the assets of the District or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) Occurrence of any Event of Default under the Indenture (other than as described in clause (a) above);
- (p) Amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Series 2022A Bonds;
- (q) Incurrence of a financial obligation** of the Obligated Person, if material, or agreement to covenants, Events of Default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect security holders, if material;
- (r) Default, event of acceleration, termination event, modification of terms or other

* Not applicable to the Series 2022A Bonds at their date of issuance.

** Financial obligation" shall have the meaning as described in the Rule.

similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties; and

(s) Failure to provide (i) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 3 of this Disclosure Agreement, respectively, or (ii) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5 of this Disclosure Agreement.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any Annual Financial Information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. Termination of Disclosure Agreement. In addition to any other provision of this Disclosure Agreement relating to termination, the Issuer's and the Developer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2022A Bonds, so long as there is no remaining liability of the Issuer and/or the Developer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Series 2022A Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt and Associates, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent may amend this Disclosure

Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4, 5, 6 or 7, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Series 2022A Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interest of the holders or Beneficial Owners of the Series 2022A Bonds.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and/or the Developer shall describe such amendment or waiver in its next Annual Report or Quarterly Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District and the Developer. In addition, if the amendment or waiver relates to the accounting principles to be followed in preparing financial statements: (a) notice of such change shall be given in the same manner as for a Listed Event; and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a potential material event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of more than 50% aggregate principal amount of outstanding Series 2022A Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Participating Underwriter, the Trustee, and Beneficial Owners of the Series 2022A Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law and venue shall be any state or federal court having jurisdiction in Nassau County, Florida.

18. Agent. The Issuer and the Developer agree that the Dissemination Agent is a bona fide agent of the Issuer and the Developer and may receive from the Trustee, the Issuer or Developer directly or the Trustee may deliver to the Dissemination Agent at its request and at the expense of the Issuer or the Developer, as applicable, any information or reports it requests that the Issuer and the Developer have a right to request (inclusive of balances, payments, etc.), and in the case of the Trustee, is in the possession of and readily accessible to the Trustee.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022A BONDS)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary/Assistant Secretary

By: _____
Liam O'Reilly
Chairman, Board of Supervisors

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022A BONDS)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company

By: _____

Name:

Title:

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022A BONDS)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as Trustee,
solely for purposes of acknowledging Sections
13, 15 and 18 hereof.

By: _____

Name: Amanda Kumar

Title: Vice President

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022A BONDS)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**WRATHELL, HUNT AND ASSOCIATES,
LLC, as Dissemination Agent**

By: _____
Name: _____
Title: _____

**EXHIBIT A
NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT/DEVELOPER REPORT**

Name of District: Three Rivers Community Development District

Name of Bond Issue: \$_____ Three Rivers Community Development District Special Assessment Revenue Bonds, Series 2022A-1

\$_____ Three Rivers Community Development District Special Assessment Revenue Bonds, Series 2022A-2

Name of Obligated Person(s): Three Rivers Community Development District
Three Rivers Developers, LLC

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that [the District][Three Rivers Developers, LLC (the "Developer")] has not provided a(n) [Annual Report][Quarterly Report] with respect to the above-named Series 2022A Bonds as required by [Section 4][Section 6] of the Continuing Disclosure Agreement dated _____, 2022, among the District, the Developer, the Dissemination Agent and the Trustee named therein for the [Fiscal Year ending September 30, 20__][quarter ending _____, 20__]. The District has advised the undersigned that it anticipates that the [Annual Report][Quarterly Report] will be filed by _____, 20__.

Dated: _____, 20__

[DISSEMINATION AGENT]

cc: Three Rivers Community Development District
Three Rivers Developers, LLC

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

8

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN NASSAU COUNTY AND THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT REGARDING CERTAIN PARK IMPROVEMENTS

THIS AMENDMENT made and entered into this _____ day of _____, 2022 by and between the **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”) and **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and existing pursuant to the provisions of Chapter 190, Florida Statutes and located within Nassau County, Florida (the “District” and, together with the County, the “Parties”).

WHEREAS, the County and Three Rivers Timber, LLC, a Delaware limited liability company entered into that certain Development Agreement – Community Park, dated February 25, 2019, recorded in the Official Records Book 2260, Page 452 of the Public Records of Nassau County, Florida, as assigned to Three Rivers Developers, LLC a Delaware limited liability company (“Developer”), pursuant to that certain Assignment and Assumption Agreement recorded in the Official Records Book 2283, Page 1471 of the Public Records of Nassau County, Florida (together, the “Development Agreement”); and

WHEREAS, at the request of Developer, the District, agreed to finance and enter into a Construction Contract for the construction of certain amenity infrastructure improvements, including a public park with ball fields and related improvements required to be provided by the Developer under the Development Agreement; and

WHEREAS, the County requested additional improvements which are not required to be provided by the Developer pursuant to the Development Agreement (the “County Improvements”); and

WHEREAS, in order to minimize duplication, confusion, and inefficiency in construction of related facilities, the Parties entered into *Interlocal Agreement between Nassau County and the Three Rivers Community Development District Regarding Certain Park Improvements* (the "Interlocal Agreement") on or about January 19, 2022, to provide for the County funding of the County Improvements;

WHEREAS, Section 3 of the Interlocal Agreement contemplated amendment to provide, with specificity, the final version and the construction costs of the Park and the County Improvements as such improvements are phased; and

WHEREAS, the Phase 1 Improvements and construction costs have been provided and approved by the County; and

WHEREAS, the Parties are in agreement to amend the Interlocal Agreement, as contemplated by Section 3 to include Exhibit "C" – *County Improvements to be Completed by Developer, Phase 1*.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Interlocal Agreement is amended to include Exhibit "C" – *County Improvements to be Completed by Developer, Phase 1*, a copy of which is attached hereto and incorporated herein.
2. All other provisions of the original Interlocal Agreement not in conflict with this Amendment shall remain in full force and effect.

NASSAU COUNTY, FLORIDA, a political
Subdivision of the State of Florida

AARON C. BELL
Chairman, Board of County Commissioners

Date: _____

ATTEST:

Name: _____

Title: _____

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

Name: _____

Title: _____

County Improvements to be Completed by Developer, Phase 1

<i>Auld & White Constructors LLC</i>		
SCHEDULE OF VALUES		
TRIBUTARY REGIONAL PARK		
EDWARDS ROAD, NASSAU COUNTY, FL		
1/6/22		
ITEM	ITEM DESCRIPTION	COST
	<u>COUNTY PORTION</u>	
36	GENERAL CONDITIONS	27,325
37	GENERAL REQUIREMENTS	23,975
40	BASEBALL FIELDS - UPGRADE TO SOD	22,900
41	SPRAY FOAM INSULATION	13,400
42	SITE SIGNAGE - ALLOWANCE	20,000
43	FINISHES & FURNISHES (I.E. APPLIANCES)	50,500
44	BENCHES & BIKE RACKS	34,700
45	PLAYGROUND EQUIPMENT	197,800
46	PLAYGROUND FENCE	14,600
47	BATTING CAGES	25,000
48	SCOREBOARDS	24,600
49	BLEACHERS & SHADE COVERS	65,200
50	SOCCER FIELD ITEMS	10,300
51	LIGHTNING PREDICTION SYSTEM - ALLOWANCE	7,500
53	ELECTRICAL - SITE CONDUIT FOR FUTURE	86,700
52	ELECTRICAL - SITE LIGHTING	260,700
	SUB TOTALS #3	885,200
54	CONTINGENCY	26,556
38	BUILDERS RISK & GEN. LIABILITY INSURANCE	20,369
39	PERFORMANCE & PAYMENT BOND	8,344
	SUB TOTALS #4	940,469
55	CONSTRUCTION MANAGER'S FEE	77,414
	COUNTY TOTAL	1,017,883

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RE-SCHEDULING AND RE-NOTICING THE PUBLIC HEARING ON THE REALLOCATION OF SPECIAL ASSESSMENTS AND DESIGNATING ERUs FOR NEW PRODUCT TYPES AND IMPOSING SPECIAL ASSESSMENTS; AMENDING RESOLUTION 2022-05 TO SET THE PUBLIC HEARING THEREON FOR MAY 19, 2022, AT 3:00 P.M., AT AMELIA WALK AMENITY CENTER, 85287 MAJESTIC WALK CIRCLE, FERNANDINA BEACH, FLORIDA 32034

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

WHEREAS, on March 29, 2022, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2022-05, setting the public hearing to consider a reallocation of special assessments and designating ERUs for new product types and imposing special assessments, and set the hearing thereon for May 12, 2022 at 1:30 p.m.; and

WHEREAS, due to a lack of quorum, the Board is unable to hold the public hearing on May 12, 2022; and

WHEREAS, the District Manager, at the direction of the Chairman of the Board of Supervisors, rescheduled the date of the public hearing to May 19, 2022, at 3:00 p.m., at the same location as provided in Resolution 2022-05, and caused notice thereof to be provided pursuant to Florida law.

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

SECTION 1. Resolution 20122-05 is hereby amended to reflect the changed date and time of the public hearing on the reallocation of special assessments and designating ERUs for new product types and imposing special assessments from May 12, 2022 at 1:30 p.m. to May 19, 2022 at 3:00 p.m.

SECTION 2. The action of the District Manager in re-scheduling and re-noticing the public hearing is hereby ratified and approved.

SECTION 3. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 21st day of April, 2022.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

10



MBS CAPITAL MARKETS, LLC

SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED FEBRUARY 4, 2019 REGARDING BOND ISSUANCES BY THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

April 21, 2022

Board of Supervisors
Three Rivers Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Three Rivers Community Development District (“District”) entered into an Investment Banking Agreement effective February 4, 2019 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Special Assessment Bonds, Series 2022 for the purpose of acquiring/constructing additional public infrastructure improvements for the District. It is the District’s intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.

Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

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- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in black ink, appearing to read 'Brett Sealy', is positioned below the company name.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



MBS CAPITAL MARKETS, LLC

Page | 4

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

11

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 March 29, 2022 at 1:00 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034.

Present were:

Liam O'Reilly	Chair
Mike Taylor	Vice Chair
Greg Kern	Assistant Secretary

Also present were:

Craig Wrathell (via telephone)	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC
Wes Haber (via telephone)	District Counsel
Bill Schaefer	District Engineer
Scott Wild (via telephone)	England-Thims & Miller, Inc.
Michael Molineaux	Castle Group
Sete Zare (via telephone)	MBS Capital Markets, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 1:36 p.m. Supervisors O'Reilly, Taylor and Kern were present, in person. Supervisors Bock and Miars were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consent Agenda

Mr. Torres presented the following Consent Agenda items:

- A. Consideration of Requisitions Series 2021 B (*support documentation available upon request*)**

- 39 I. Number 102: Dominion Engineering Group, Inc. [\$11,100.22]
- 40 II. Number 103: Vallencourt Construction Company, Inc. [\$578,713.44]
- 41 B. Consideration of Requisitions Series 2021 B (Units 5 & 6) *(support documentation*
- 42 *available upon request)*
- 43 I. Number 52: England-Thims & Miller, Inc. [\$18,715.50]
- 44 II. Number 53: Bio Tech Consulting, Inc. [\$225.00]
- 45 III. Number 54: ELM, Inc. [\$5,217.98]
- 46 IV. Number 55: ECS Florida, LLC [\$5,000.00]
- 47 V. Number 56: ECS Florida, LLC [\$1,450.00]
- 48 VI. Number 57: Auld & White Constructors, LLC [\$60,640.70]
- 49 VII. Number 58: England-Thims & Miller, Inc. [\$4,830.00]
- 50 VIII. Number 59: ECS Florida, LLC [\$1,800.00]
- 51 IX. Number 60: Auld & White Constructors, LLC [\$911,804.72]
- 52 X. Number 61: Auld & White Constructors, LLC [\$150,638.63]
- 53 XI. Number 62: Kutak Rock LLP [\$2,160.00]
- 54 XII. Number 64: ELM, Inc. [\$6,937.66]
- 55 C. Ratification of Requisitions *(support documentation available upon request)*
- 56 I. Number 51: Auld & White Constructors, LLC [\$778,247.59]
- 57 D. Ratification Items
- 58 I. ECS Florida, LLC Proposal for Subsurface Exploration and Geotechnical
- 59 Engineering Services
- 60 II. Sitex Aquatics, LLC Agreement for Pond Maintenance
- 61

On MOTION by Mr. O'Reilly and seconded by Mr. Kern with all in favor, the Consent Agenda Items, as presented, were approved and/or ratified.

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- 66 **FOURTH ORDER OF BUSINESS**
- 67 **Presentation of First Amendment to**
- 68 **Master and Neighborhood Special**
- 69 **Assessment Methodology Report**

70 Mr. Wrathell presented the First Amendment to the Master and Neighborhood Special
 71 Assessment Methodology Report dated March 29, 2022. He stated the Master Report was
 72 prepared in February 2019. He reviewed changes to the Development Plan and the Tables,
 73 including the addition of a new product category for 70' - 79' lots, changes to unit counts and
 74 neighborhood infrastructure costs and bonds.

75 Mr. Haber discussed added language stating that debt may be allocated at the time of
 76 platting or when a parcel of property is sold to a builder, with appropriate entitlements for the
 77 parcel. That was done to allow the Developer flexibility to sell a parcel to a builder with
 78 appropriate entitlements for the parcel. Additional flexibility was also offered to the extent
 79 that the Developer could identify another product type that would naturally fit into the
 80 Equivalent Residential Unit (ERU) calculations.

81 Mr. Haber suggested approval in substantial form.

82

<p>83 On MOTION by Mr. O'Reilly and seconded by Mr. Taylor, with all in favor, the 84 First Amendment to Master and Neighborhood Special Assessment 85 Methodology Report, in substantial form, was approved.</p>
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88 **FIFTH ORDER OF BUSINESS**

89 **Consideration of Resolution 2022-04,**
 90 **Declaring and Reallocating Special**
 91 **Assessments; Indicating the Location,**
 92 **Nature and Estimated Cost of Those**
 93 **Infrastructure Improvements Whose Cost**
 94 **is to be Defrayed by the Special**
 95 **Assessments; Providing the Portion of the**
 96 **Estimated Cost of the Improvements to be**
 97 **Defrayed by the Special Assessments;**
 98 **Providing the Manner in Which Such**
 99 **Special Assessments Shall be Made;**
 100 **Providing When Such Special Assessments**
 101 **Shall be Paid; Designating Lands Upon**
 102 **Which the Special Assessments Shall be**
 103 **Levied and Reallocated; Providing for an**
 104 **Assessment Plat; Adopting a Preliminary**
 105 **Assessment Roll; Providing for Publication**
 106 **of this Resolution**

107 Mr. Haber presented Resolution 2022-04. This Resolution acknowledges the revisions
108 to the Engineer’s and Methodology Reports, adopts the assessment roll and begins the
109 assessment process.

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On MOTION by Mr. O’Reilly and seconded by Mr. Taylor, with all in favor, Resolution 2022-04, Declaring and Reallocating Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied and Reallocated; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution, was adopted.

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SIXTH ORDER OF BUSINESS

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Consideration of Resolution 2022-05, Setting a Public Hearing to be Held for the Purpose of Hearing Public Comment on a Reallocation of Special Assessments and Designating ERUs for New Product Types and Imposing Special Assessments on Certain Lands Within the Three Rivers Community Development District Generally Described in Accordance with Chapters 170, 190, and 197, Florida Statutes

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135 Mr. Haber presented Resolution 2022-05.

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On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, Resolution 2022-05, Setting a Public Hearing to be Held on May 12, 2022 at 1:30 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034, for the Purpose of Hearing Public Comment on a Reallocation of Special Assessments and Designating ERUs for New Product Types and Imposing Special Assessments on Certain Lands Within the Three Rivers Community Development District Generally Described in Accordance with Chapters 170, 190, and 197, Florida Statutes, was adopted.

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147 SEVENTH ORDER OF BUSINESS Acceptance of Unaudited Financial
148 Statements as of February 28, 2022
149

150 Mr. Wrathell presented the Unaudited Financial Statements as of February 28, 2022. He
151 recalled Mr. Kern’s inquiry as to whether the Debt Service Reserve for the 2019A-1 bonds can
152 be reduced now that more than 50% of the lots have closed. Mr. Wrathell stated Staff’s initial
153 review showed that all lots subject to those bonds must be platted and sold to home builders
154 and, when that threshold is reached, documentation would be submitted to the Trustee. Mr.
155 Kern stated that approximately 100 lots remained to be platted and they would be sold within
156 the next year. He noted that some lots would remain off the market for model homes and he
157 hoped the Trustee would work with the Developer in this regard.

158
159 **On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, the**
160 **Unaudited Financial Statements as of February 28, 2022, were accepted.**

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163 EIGHTH ORDER OF BUSINESS Approval of February 17, 2022 Regular
164 Meeting Minutes
165

166 Mr. Wrathell presented the February 17, 2022 Regular Meeting Minutes.
167

168 **On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, the**
169 **February 17, 2022 Regular Meeting Minutes, as presented, were approved.**

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172 NINTH ORDER OF BUSINESS Staff Reports
173

174 **A. District Counsel: *Kutak Rock LLP***

175 There was no report.

176 **B. District Engineers: *Dominion Engineering Group, Inc. and ETM***

177 Mr. Schaefer stated Unit 2 has been fully accepted; Units 4 and 5 are under construction
178 and Unit 6 is nearing completion.

179 **C. Property Manager: *Castle Group***

180 Mr. Molineaux stated there should be approximately 20 closings in April.

181 D. District Manager: *Wrathell, Hunt and Associates, LLC*

182 • NEXT MEETING DATE: April 21, 2022 at 3:00 PM

183 ○ QUORUM CHECK

184 The next meeting would be held April 21, 2022, unless canceled.

185

186 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

187

188 Mr. Taylor stated he was on site yesterday with Mr. Molineaux and it seemed that diesel
189 was flowing on the grass at the main entrance. The origin would be investigated. The sod would
190 need to be replaced. He asked for Staff to be notified if the likely culprit is observed. Mr.
191 Molineaux discussed an incident at a local intersection and stated an arrest was made. Mr.
192 Taylor discussed the asphalt damage that may result from such discharge. Staff would monitor
193 the area as a maintenance item.

194 Mr. Kern stated the Consent Agenda was recently reorganized to identify the bond
195 Series' and requested that the "Series 2021 B (Units 5 & 6)" be changed to "SSA" or "South
196 Series Assessment".

197

198 ELEVENTH ORDER OF BUSINESS

Public Comments

199

200 There were no public comments.

201

202 TWELFTH ORDER OF BUSINESS

Adjournment

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204 There being nothing further to discuss, the meeting adjourned.

205

206 On MOTION by Mr. O'Reilly and seconded by Mr. Kern, with all in favor, the
207 meeting adjourned at 1:54 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

12D

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2021 CANCELED NO QUORUM	Regular Meeting	3:00 PM
November 18, 2021 CANCELED	Regular Meeting	3:00 PM
December 16, 2021	Regular Meeting	3:00 PM
January 20, 2022 CANCELED	Regular Meeting	3:00 PM
February 17, 2022	Regular Meeting	3:00 PM
March 17, 2022 <i>rescheduled to March 29, 2022</i>	Regular Meeting	3:00 PM
March 29, 2022	Regular Meeting	1:00 P.M.
April 21, 2022	Regular Meeting	3:00 PM
May 19, 2022	Regular Meeting	3:00 PM
June 16, 2022	Regular Meeting	3:00 PM
July 21, 2022	Regular Meeting	3:00 PM
August 18, 2022	Public Hearing & Regular Meeting	3:00 PM
September 15, 2022	Regular Meeting	3:00 PM