

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

January 4, 2022

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

Ryals Creek 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

December 28, 2021

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

Board of Supervisors
Ryals Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Ryals Creek Community Development District will hold a Regular Meeting on January 4, 2022 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-07, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date
4. Consideration of Fourth Addendum to Purchase Agreement (State of Florida Department of Transportation)
5. Acceptance of Unaudited Financial Statements as of November 30, 2021
6. Approval of Minutes
 - A. November 2, 2021 Landowners' Meeting
 - B. November 16, 2021 Public Hearing and Regular Meeting
7. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *England- Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February __, 2022 at 9:30 AM

○ QUORUM CHECK

J MALCOM JONES, III	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
RILEY SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHIP SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
DAVIS SKINNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHRIS EYRICK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

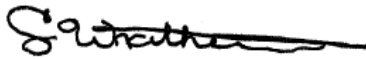
8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 413 553 5047

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ryals Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* ("**Uniform Method**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. PUBLIC HEARING. A Public Hearing will be held on the District's intent to adopt the Uniform Method on _____, 2022, at _____ .m., at _____.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, Florida Statutes.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of January, 2022.

ATTEST:

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

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FOURTH ADDENDUM TO PURCHASE AGREEMENT

This Fourth Addendum to Purchase Agreement ("Fourth Addendum") is made and entered by and between the State of Florida Department of Transportation ("Department" or "Buyer") and Ryals Creek Community Development District ("Seller").

Recitals

A. This Fourth Addendum is attached to and made part of the Purchase Agreements (Composite Exhibit "A"), Addendum to Purchase Agreement (Exhibit "B"), Second Addendum to Purchase Agreement (Exhibit "C") and Third Addendum to Purchase Agreement (Exhibit "D") entered by and between the Department and Seller, the intent being that the Purchase Agreement and the four Addenda shall constitute one inclusive document collectively referred to as the "Agreement"; and

B. Any terms and provisions of the Purchase Agreement (Exhibit "A"), Addendum to Purchase Agreement (Exhibit "B"), Second Addendum to Purchase Agreement (Exhibit "C") and Third Addendum to Purchase Agreement (Exhibit "D") that are inconsistent with any terms and provisions set forth in this Fourth Addendum shall be governed and controlled by this Fourth Addendum.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Fourth Addendum, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and attached exhibits are specifically incorporated in and made part of this Fourth Addendum by reference.

2. MODIFICATION OF PROVISIONS

A. Recital "E" of the Addendum to Purchase Agreement (Exhibit "B") is stricken and replaced with the following: "Seller shall convey fee simple marketable title to the Property to the Department. The Department will fund construction of the Project."

B. Paragraph 3B(1) of the Addendum to Purchase Agreement (Exhibit "B") is stricken and replaced with the following: "At Closing Seller shall convey fee simple marketable title to the Property (i.e., Parcels 100 and 101) to the Department, subject to liens and encumbrances acceptable to the Department, via donation (i.e., no monetary consideration) in accordance with the Department's property donation policies and procedures. Donation and conveyance documents will be prepared by the Department."

C. Paragraphs 3C, 3D and 3E of the Addendum to Purchase Agreement (Exhibit "B") are stricken.

IN WITNESS WHEREOF, the parties execute this Fourth Addendum to the Agreement consisting of three (3) pages.

Florida Department of Transportation

By: _____

Printed Name: Greg Evans

Title: _____

Date: _____

Witnesses:

By: _____

Printed Name: _____

By: _____

Printed Name _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of October, 2021, by Greg Evans, who is personally known to me, or who produced _____ as identification.

Ryals Creek Community Development District

Witnesses:

By: _____

By: _____

Printed Name: A. Chester Skinner, III

Printed Name: _____

Title: _____

By: _____

Date: _____

Printed Name _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of October, 2021, by A. Chester Skinner, III, who is personally known to me, or who produced _____ as identification.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

575-050-07
 RIGHT OF WAY
 OGC - 10/16
 Page 1 of 4

ITEM SEGMENT NO.: 2097331
 DISTRICT: Two
 FEDERAL PROJECT NO.: N/A
 STATE ROAD NO.: 202
 COUNTY: Duval
 PARCEL NO.: 100

Seller: Ryals Creek Community Development District

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: Fee Simple Permanent Easement Temporary Easement Leasehold

(b) Real Property Described As: 2097331 Parcel 100 - Fee Simple Limited Access

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land	1. \$ 7,376,300.00
Improvements	2. \$ 0.00
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ 0.00

Total Real Property 4. \$ 7,376,300.00

(b) Total Personal Property 5. \$ 0.00

(c) Fees and Costs

Attorney Fees	6. \$ 0.00
Appraiser Fees	7. \$ 0.00

Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total of Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 7,376,300.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 7,376,300.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.26 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Buyer and Seller agree that all claims for compensation and damages related in any way to the Buyer's acquisition of the property described in Section I of this agreement are identified and included in Section II of the agreement, including, without limitation, all fees, costs, business damages and non-monetary benefits (including attorney fees associated with any claimed nonmonetary benefits).

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page 4 is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711, Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)
Arthur C. Skinner III 3/11/20
Signature Date

Buyer
State of Florida Department of Transportation

Ryals Creek Community Development District
by: Arthur C. Skinner, III, Chairman
Type or Print Name

BY: J. B. Jordan 3-12-2020
Signature Date

Signature Date

J.B Jordan, District Right of Way Manager
Type or Print Name and Title

Type or Print Name

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this 14th day of July, 2020

BY: Marcin Hard
Signature

J.B Jordan, District Right of Way Manager
Type or Print Name and Title

Legal Review: _____ [Signature] 3/11/20
Date

David M. Robertson, District Two Chief Counsel
Type or Print Name and Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

575-000-07
 RIGHT OF WAY
 OGG - 10/18
 Page 1 of 4

ITEM SEGMENT NO.: 2097331
 DISTRICT: Two
 FEDERAL PROJECT NO.: N/A
 STATE ROAD NO.: 202
 COUNTY: Duval
 PARCEL NO.: 101

Seller: Ryals Creek Community Development District

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. **Description of Property:**

(a) Estate Being Purchased: Fee Simple Permanent Easement Temporary Easement Leasehold

(b) Real Property Described As: 2097331 Parcel 101 - Fee Simple Limited Access

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. **PURCHASE PRICE**

(a) **Real Property**

Land	1. \$ <u>174,700.00</u>
Improvements	2. \$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ <u>0.00</u>

Total Real Property 4. \$ 174,700.00

(b) **Total Personal Property** 5. \$ 0.00

(c) **Fees and Costs**

Attorney Fees	6. \$ <u>0.00</u>
Appraiser Fees	7. \$ <u>0.00</u>

Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) **Total Business Damages** 10. \$ 0.00

(e) **Total of Other Costs** 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 174,700.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 174,700.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
 - (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
 - (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
 - (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
 - (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
 - (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
 - (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
 - (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
 - (i) Other: Buyer and Seller agree that all claims for compensation and damages related in any way to the Buyer's acquisition of the property described in Section I of this agreement are identified and included in Section II of the agreement, including, without limitation, all fees, costs, business damages and non-monetary benefits (including attorney fees associated with any claimed nonmonetary benefits).
-
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page 4 is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711, Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

A. Carter Skinner III 3/11/22
Signature Date

Buyer

State of Florida Department of Transportation

Ryals Creek Community Development District

by: Arthur C. Skinner, III, Chairman

Type or Print Name

BY: J. B. Jordan 3-12-2010
Signature Date

J.B Jordan, District Right of Way Manager
Type or Print Name and Title

Signature

Date

Type or Print Name

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this 16th day of July, 2020.

BY: Marcin Bladen
Signature

J.B Jordan, District Right of Way Manager
Type or Print Name and Title

Legal Review:

David M. Robertson, District Two Chief Counsel
Type or Print Name and Title

[Signature] 3/11/20
Date

ADDENDUM TO PURCHASE AGREEMENT

This Addendum to Purchase Agreement ("Addendum") is made and entered by and between the State of Florida Department of Transportation ("Department" or "Buyer") and Ryals Creek Community Development District ("Seller").

Recitals

A. This Addendum is attached to and made part of that certain Purchase Agreement ("Purchase Agreement") entered by and between the Department and Seller, the intent being that the Purchase Agreement and this Addendum shall constitute one inclusive document collectively referred to as the "Agreement"; and

B. Any terms and provisions of the Purchase Agreement that are inconsistent with any terms or provisions set forth in this Addendum shall be governed and controlled by this Addendum; and

C. The Department will construct a future transportation project referred to as the Interchange Improvement at State Road ("SR") 202 and Kernan Boulevard South in Duval County (the "Project"); and

D. Seller owns fee simple title to the real property described on attached Exhibit "B" (the "Property"); and

E. In exchange for the consideration provided in this Agreement, Seller shall convey fee simple marketable title to the Property to the Department and Seller shall fund construction of a portion of the Project.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and attached exhibits are specifically incorporated in and made part of this Agreement by reference.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes this Agreement ("Effective Date").

3. CLOSING / CONSIDERATION / SECURITY

A. A closing ("Closing") shall be scheduled at the mutual convenience of the parties no later than ninety (90) days from the Effective Date of this Agreement.

B(1). At Closing Seller shall convey fee simple marketable title to the Property, subject only to liens and encumbrances acceptable to the Department, to the Department via execution and delivery of a statutory warranty deed in a form substantially similar to the Warranty Deed attached to this Addendum as Exhibit "C". The Department will prepare the Warranty Deed and legal description for the Property.

B(2). Within five (5) days of Closing, Seller shall donate, or cause to be donated, a 40-foot wide utility easement in the location described on attached Exhibit D to the Jacksonville Electric Authority ("JEA").

C. The Department will pay Seller the Purchase Price in the amount of \$7,551,000.00 on or before June 30, 2022 (FY21/22), subject to funds availability, i.e., the Purchase Price for the Property is NOT due and payable at Closing. The Purchase Price shall be paid and held in escrow to an escrow agent selected by the parties ("Escrow"). Seller is responsible for and shall pay any and all fees, costs and expenses associated with the Escrow.

D. On or before September 30, 2022 (FY 22/23), Seller shall: (i) pay the Department construction funds in the amount of \$7,687,657.00 ("Seller's Funds") to fund construction of a portion of the Project, including a multiuse path; or (ii) authorize payment / return of the Purchase Price from Escrow to the Department and pay the Department the additional sum of \$136,657.00 ("Seller's Additional Funds") representing the difference between Seller's Funds and the Purchase Price. If Seller fails to timely comply with option (i) or option (ii), the Purchase Price shall be immediately paid from Escrow to the Department and conveyance of the Property to the Department shall be retroactively deemed a donation. If Seller elects option (ii) and funds representing the amount of the Purchase Price are paid from Escrow to the Department, but Seller fails to pay Seller's Additional Funds to the Department, the Department will not construct the multiuse path.

E. If the Department fails to pay the Purchase Price on or before June 30, 2022: (i) conveyance of the Property to the Department shall be retroactively deemed a donation and Seller shall execute such other documents required by the Department in accordance with its policies and procedures for property donations; and (ii) Seller is relieved of any obligation to fund a portion of construction of the Project.

NOTE: The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts

of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

4. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling Seller to full, just or any compensation or damages from the Department, including pursuant to eminent domain, inverse, and any similar laws regarding the taking of property for public purposes – whether via any Constitution, Statute or common law.

5. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

6. NOTICE

All notices, communications and determinations between the parties and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if delivered to the parties at the following addresses by one or more of the following methods: (a) delivery in person; (b) registered United States Mail, postage prepaid; (c) certified mail, postage prepaid, return receipt requested; or (d) by a nationally recognized overnight courier:

Department: Florida Department of Transportation
Attention: Right of Way Manager, District 2
1109 South Marion Avenue, MS 2020
Lake City, Florida 32025

and

Florida Department of Transportation
Attention: Chief Counsel, District 2
1109 South Marion Avenue, M.S. 2009
Lake City, Florida 32025

Seller: Ryals Creek Community Development District
Attn: District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

Hopping Green & Sams, PA
Attn: Katie S. Buchanan
119 S. Monroe Street, Suite 300

Tallahassee, Florida 32312

7. PUBLIC RECORDS

Seller shall comply with Chapter 119, Florida Statutes, and shall specifically:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2 prcustodian@dot.state.fl.us; and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if Seller has any questions regarding the application of Chapter 119, Florida Statutes, and its duty to provide public records relating to this Agreement.

B. Keep and maintain public records required by the Department to perform this Agreement.

C. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Seller does not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Seller or keep and maintain public records required by the Department to perform this Agreement. If Seller transfers all public records to the Department upon completion of this Agreement, Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records upon completion of this Agreement, Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

8. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Florida.

9. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. Seller, its successors and assigns, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

10. JURY TRIAL

The parties waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, associated damage claims.

11. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in this Agreement.

12. VOLUNTARY EXECUTION OF AGREEMENT

Seller represents and warrants that: (a) it understands all of the rights and obligations set forth in this Agreement and the Agreement was negotiated fairly at arm's length; (b) the Agreement accurately reflects Seller's intent; (c) it understands the advantages and disadvantages of this Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion or undue influence; and (d) it acted on independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, including the attached exhibits, contains the entire understanding of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter of this Agreement are waived, merged in, and superseded by this Agreement.

14. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement. This Agreement may be executed in counterparts, which when taken together shall constitute one and the same instrument.

15. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

16. WAIVER

The failure of either party to insist on the performance / compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or

relinquishment of the rights and obligations provided in this Agreement and all such terms and provisions shall remain in full force and effect unless specifically waived or relinquished in writing.

17. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted the provision.

18. CAPTIONS

Paragraph title or captions contained in this Agreement are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement.

19. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency, or other authority, of competent jurisdiction, to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect so long as principle purposes of the Agreement remain enforceable.

20. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

21. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

22. PROVISIONS SURVIVING CLOSING

All provisions of this Agreement shall survive the Closing.

IN WITNESS WHEREOF, the parties execute this Agreement consisting of eight (8) pages, excluding Exhibits.

SIGNATURES ON FOLLOWING PAGES

Ryals Creek Community Development District

By: A. Chester Skinner III

Printed Name: A. Chester Skinner III

Title: CHAIRMAN

Date: 3/11/20

Witnesses:

By: Breanna Bohlen

Printed Name: Breanna Bohlen

By: Katherine Evans

Printed Name Katherine Evans

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 11th day of March, 2020,
by A. Chester Skinner III, who is personally known to me, or
 who produced _____ as identification.



Katherine Evans

"Exhibit C"

01-GWD.12 Date: August 14, 2018

T. S. No. 6906104
R/W Map Sheet No. 9
Tax Parcel No. 167740-0000

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 100.1
SECTION NO. 72292
F.P. NO. 209733-1
STATE ROAD NO. 202
COUNTY OF Duval

WARRANTY DEED

THIS WARRANTY DEED, Made the _____ day of _____, 2018, by SAWMILL TIMBER, LLC, a Florida limited liability company, 2963 Dupont Avenue, Suite 2, Jacksonville, Florida 32217, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Duval County, Florida, to wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Sawmill Timber, LLC
a Florida limited liability company

Witness:
Print Name: _____

By: _____
Christopher Skinner
Manager or Managing Member

Witness:
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Christopher Skinner, Manager / Managing Member, of Sawmill Timber, LLC, a Florida limited liability company, on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Signed, sealed and delivered in
the presence of:

Witness:
Print Name: _____

Witness:
Print Name: _____

STATE OF _____
COUNTY OF _____

Sawmill Timber, LLC
a Florida limited liability company

By: _____
Randall T. Skinner
Manager or Managing Member

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Randall T. Skinner, Manager / Managing Member, of Sawmill Timber, LLC, a Florida limited liability company, on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Sawmill Timber, LLC
a Florida limited liability company

Witness: _____
Print Name: _____

By: _____
Edward S. Jones
Manager or Managing Member

Witness: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Edward S. Jones, Manager / Managing Member, of Sawmill Timber, LLC, a Florida limited liability company, on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

**SECTION 72292
F.P. NO. 209733-1**

STATE ROAD NO. 202

DUVAL COUNTY

PARCEL 100

FEE SIMPLE LIMITED ACCESS

A Portion Of Section 16, Township 3 South, Range 28 East And Being More Particularly Described As Follows:

Commence At The Northeast Corner Of Section 16, Township 3 South, Range 28 East, Duval County Florida, Being On The Baseline Of Survey Of J. Turner Butler Boulevard (State Road No. 202, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 72292, F.P. No. 2097331); Thence South 00°50'03" East, Along The East Line Of Said Section 16, A Distance Of 150.00 Feet To The Southerly Existing Limited Access Right Of Way Line Of Said J. Turner Butler Boulevard; Thence Along Said Southerly Existing Limited Access Right Of Way Line Through The Following Three (3) Courses: (1) South 89°01'49" West, A Distance Of 676.44 Feet To A Curve To The Right Having A Radius Of 4733.68 Feet; (2) Along Said Curve, Through An Angle Of 04°32'32", An Arc Distance Of 375.27 Feet And A Chord Bearing And Distance Of North 88°41'55" West, 375.17 Feet; (3) North 86°54'32" West, A Distance Of 1290.59 Feet To A Curve To The Left Having A Radius Of 895.00 Feet And To The Point Of Beginning; Thence, Departing Said Southerly Existing Limited Access Right Of Way Line, Along Said Curve To The Left, Through An Angle Of 14°17'57", An Arc Distance Of 223.36 Feet And A Chord Bearing And Distance Of South 67°41'35" West, 222.78 Feet; Thence South 60°32'37" West, A Distance Of 468.74 Feet To A Curve To The Right Having A Radius Of 441.00 Feet; Thence Along Said Curve, Through An Angle Of 48°31'13" An Arc Distance Of 373.46 Feet And A Chord Bearing And Distance Of South 84°48'13" West, 362.40 Feet; Thence North 70°56'10" West, A Distance Of 285.36 Feet To Said Southerly Existing Limited Access Right Of Way Line; Thence Along Said Southerly Existing Limited Access Right Of Way Line, Through The Following Four (4) Courses: (1) North 19°03'58" East, A Distance Of 70.76 Feet; (2) North 25°09'45" East, A Distance Of 188.30 Feet; (3) North 88°56'53" East, A Distance Of 1092.36 Feet; (4) South 86°54'32" East, A Distance Of 49.59 Feet To The Point Of Beginning.

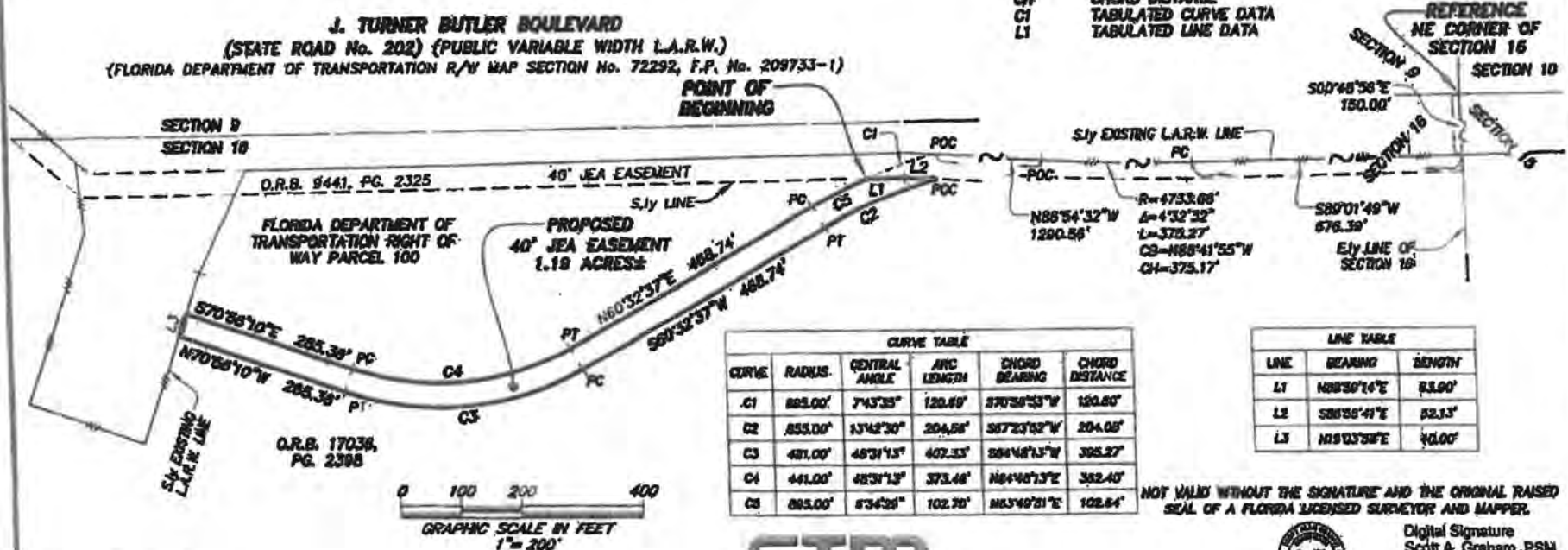
Containing 6.390 Acres, More Or Less.

Together With All Right Of Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.

EXHIBIT D

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
DUVAL COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17036,
PAGE 2398, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
L.A.R.W. LIMITED ACCESS RIGHT OF WAY
F.P. FINANCIAL PROJECT
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
CI TABULATED CURVE DATA
LI TABULATED LINE DATA



CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	805.00'	7°43'35"	120.89'	S70°58'53"W	150.80'
C2	855.00'	13°42'30"	204.58'	S87°23'52"W	204.05'
C3	481.00'	48°31'13"	402.33'	S84°48'13"W	395.27'
C4	441.00'	48°31'13"	373.48'	N84°48'13"E	382.40'
C5	885.00'	8°34'28"	102.70'	N83°48'21"E	102.64'

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°50'14"E	83.00'
L2	S80°58'41"E	52.13'
L3	N18°03'58"E	40.00'

GENERAL NOTES:
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD AS BEING NORTH 88°34'32" WEST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ETM
Surveying & Mapping, Inc.
10700 NE 20th Avenue, Jacksonville, FL 32211
Tel: (904) 444-8888 Fax: (904) 444-8888
www.etmsurvey.com



Digital Signature
Scott A. Graham, PSM
2020.03.11 12:08:50 - 04'00"

SCALE: 1"=200'
DATE: MARCH 11, 2020
SCOTT A. GRAHAM
PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA
CERTIFICATION No. LS 5546

Exhibit "C"

SECOND ADDENDUM TO PURCHASE AGREEMENT

This Second Addendum to Purchase Agreement ("Second Addendum") is made and entered by and between the State of Florida Department of Transportation ("Department" or "Buyer") and Ryals Creek Community Development District ("Seller").

Recitals

A. This Second Addendum is attached to and made part of that certain Purchase Agreement entered by and between the Department and Seller as supplemented by the Addendum to Purchase Agreement of even date (together, the "Purchase Agreement"), the intent being that the Purchase Agreement and this Second Addendum shall constitute one inclusive document collectively referred to as the "Agreement"; and

B. Any terms and provisions of the Purchase Agreement that are inconsistent with any terms or provisions set forth in this Second Addendum shall be governed and controlled by this Second Addendum.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above are specifically incorporated in and made part of this Second Addendum by reference.

2. MODIFICATION OF PROVISIONS

Paragraph 3.A. of the Addendum to Purchase Agreement is deleted in its entirety and replaced with the following: "A closing ("Closing") shall be scheduled at the mutual convenience of the parties no later than one hundred twenty (120) days from the Effective Date of this Agreement."

IN WITNESS WHEREOF, the parties execute this Second Addendum to the Agreement consisting of three (3) pages.

SIGNATURES ON FOLLOWING PAGES

Ryals Creek Community Development District

By: A. Chester Skinner III

Printed Name: A. CHESTER SKINNER III

Title: CHAIRMAN

Date: JUNE 15 2020

Witnesses:

By: Amy Lane

Printed Name: Amy Lane

By: Jessica Bryant

Printed Name: Jessica Bryant

STATE OF South Carolina
COUNTY OF Beaufort

The foregoing instrument was acknowledged before me this 15th day of June, 2020,
by A. Chester Skinner III, who is personally known to me, or
 who produced _____ as identification.

Tara Benton Dennis

TARA BENTON DENNIS
Notary Public, State of South Carolina
My Commission Expires 11/3/2026

THIRD ADDENDUM TO PURCHASE AGREEMENT

This Third Addendum to Purchase Agreement ("Third Addendum") is made and entered by and between the State of Florida Department of Transportation ("Department" or "Buyer") and Ryals Creek Community Development District ("Seller").

Recitals

A. This Third Addendum is attached to and made part of that certain Purchase Agreement entered by and between the Department and Seller as supplemented by the Addendum to Purchase Agreement of even date and Second Addendum dated June 15, 2020 (together, the "Purchase Agreement"), the intent being that the Purchase Agreement and this Third Addendum shall constitute one inclusive document collectively referred to as the "Agreement"; and

B. Any terms and provisions of the Purchase Agreement that are inconsistent with any terms or provisions set forth in this Third Addendum shall be governed and controlled by this Third Addendum.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above are specifically incorporated in and made part of this Third Addendum by reference.

2. MODIFICATION OF PROVISIONS

Paragraph 3.A. of the Addendum to Purchase Agreement is deleted in its entirety and replaced with the following: "A closing ("Closing") shall be scheduled at the mutual convenience of the parties no later than one hundred twenty seven (127) days from the Effective Date of this Agreement."

IN WITNESS WHEREOF, the parties execute this Third Addendum to the Agreement consisting of three (3) pages.

SIGNATURES ON FOLLOWING PAGES

Florida Department of Transportation

By: [Signature]

^{For} Printed Name: Greg Evans

Title: Dir of Trans. Dev.

Date: 7/16/20

Witnesses:

By: [Signature]

Printed Name: Marie Henderson

By: [Signature]

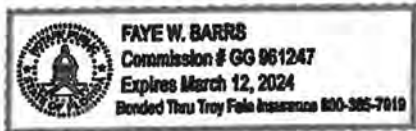
Printed Name Faye W. Barrs

Legal Review:

By: [Signature] 7-16-2020
Office of the General Counsel
Florida Department of Transportation

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 16 day of July, 2020,
by Greg Evans, who is personally known to me, or who produced
Robert Parks as identification.



[Signature]

Ryals Creek Community Development District

By: A. Chester Skinner III

Printed Name: A. CHESTER SKINNER III

Title: CHAIRMAN

Date: JULY 17, 2020

Witnesses:

By: Breanna Boller

Printed Name: Breanna Bohlen

By: Kathie Ann

Printed Name Katherine Evans

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17th day of July, 2020,
by A. Chester Skinner III, who is personally known to me, or
 who produced _____ as identification.



Kathie Ann

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2021**

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2021**

	General Fund	Capital Projects Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 13,042	\$6,048,559	\$ 6,061,601
Undeposited funds	5,827	-	5,827
Due from Landowner	6,438	-	6,438
Due from ICI Homes	-	748,513	748,513
Total assets	<u>\$ 25,307</u>	<u>\$6,797,072</u>	<u>\$ 6,822,379</u>
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 10,552	\$ -	\$ 10,552
Retainage payable	-	400,978	400,978
Accrued wages payable	200	-	200
Accrued taxes payable	321	-	321
Construction advance	-	750,000	750,000
Landowner advance	6,000	-	6,000
Total liabilities	<u>17,073</u>	<u>1,150,978</u>	<u>1,168,051</u>
 DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	6,438	748,513	754,951
Total deferred inflows of resources	<u>6,438</u>	<u>748,513</u>	<u>754,951</u>
 Fund balances:			
Restricted for:			
Capital projects	-	4,897,581	4,897,581
Unassigned	1,796	-	1,796
Total fund balances	<u>1,796</u>	<u>4,897,581</u>	<u>4,899,377</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 25,307</u>	 <u>\$6,797,072</u>	 <u>\$ 6,822,379</u>

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 18,706	0%
Interlocal - Boggy Branch CDD	-	-	16,831	0%
Landowner contribution	4,755	14,954	130,980	11%
Lot closing revenue	-	8,234	-	N/A
Total revenues	<u>4,755</u>	<u>23,188</u>	<u>166,517</u>	14%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,000	7,000	14%
FICA	-	77	536	14%
District engineer	-	-	10,000	0%
District counsel	-	-	25,000	0%
District management	3,000	6,000	36,000	17%
Printing & binding	42	84	500	17%
Legal advertising	1,683	2,022	1,500	135%
Postage	30	30	500	6%
Audit	-	-	3,575	0%
Insurance - GL, POL	-	5,175	5,500	94%
Miscellaneous- bank charges	-	-	500	0%
Website				
Hosting & development	-	-	705	0%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Office supplies	-	-	500	0%
Total professional & administrative	<u>4,755</u>	<u>14,773</u>	<u>92,201</u>	16%
Field operations - Shared¹				
Field management	-	-	2,000	0%
Stormwater management				
Street lights	-	-	5,334	0%
Effluent supply	-	-	18,782	0%
Landscape				
Maintenance contract	-	-	39,200	0%
Plant replacement	-	-	2,500	0%
Irrigation repairs	-	-	1,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>74,316</u>	0%
Total expenditures	<u>4,755</u>	<u>14,773</u>	<u>166,517</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	-	8,415	-	
Fund balances - beginning	1,796	(6,619)	-	
Fund balances - ending	<u>\$ 1,796</u>	<u>\$ 1,796</u>	<u>\$ -</u>	

**RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Lot closing revenue	\$ -	\$ 2,985,940
Total revenues	<u>-</u>	<u>2,985,940</u>
EXPENDITURES		
Capital outlay	<u>158,088</u>	<u>931,644</u>
Total expenditures	<u>158,088</u>	<u>931,644</u>
Excess/(deficiency) of revenues over/(under) expenditures	(158,088)	2,054,296
Fund balances - beginning	<u>5,055,669</u>	<u>2,843,285</u>
Fund balances - ending	<u><u>\$ 4,897,581</u></u>	<u><u>\$ 4,897,581</u></u>

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6A

DRAFT

**MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Ryals Creek Community Development District was held on November 2, 2021 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present at the meeting, was:

Kristen Suit District Manager and Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Ms. Suit stated she would serve as Chair to conduct the Landowners' Meeting. The parcel was comprised of lands southeast of the intersection of Interstate 295 and J. Turner Butler Boulevard, west of undeveloped lands and north of the Gate Parkway in the City of Jacksonville, Florida.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4, 5]

A. Nominations

The following nominations were made:

Seat 3 Arthur Chester Skinner

Seat 4 David Godfrey Skinner, Jr.

Seat 5 Christopher J. Eyrick

36 No other nominations were made.

37 **B. Casting of Ballots**

38 **I. Determine Number of Voting Units Represented**

39 A total of 418 voting units were represented.

40 **II. Determine Number of Voting Units Assigned by Proxy**

41 Sawmill Timber, LLC, the Landowner, assigned by proxy all 418 voting units to Ms. Suit.

42 The Landowner Election Roll was comprised of six parcels owned by Sawmill Timber,
 43 LLC, of 2963 Dupont Avenue, Jacksonville, Florida. The six parcels measured 12.71 acres, 36.01
 44 acres, 22.75 acres, 30.56 acres, .69 of an acre and 314.95 acres, for a total of 417.68 acres
 45 equating to 418 voting units.

46 Ms. Suit cast the following votes:

47	Seat 3	Arthur Chester Skinner	418 Votes
48	Seat 4	David Godfrey Skinner Jr.	417 Votes
49	Seat 5	Christopher J. Eyrick	418 Votes

50 **C. Ballot Tabulation and Results**

51 Ms. Suit reported the following ballot tabulation, results and term lengths:

52	Seat 3	Arthur Chester Skinner	418 Votes	4-year Term
53	Seat 4	David Godfrey Skinner Jr.	417 Votes	2-year Term
54	Seat 5	Christopher J. Eyrick	418 Votes	4-year Term

55

56 **FIFTH ORDER OF BUSINESS** **Landowners' Questions/Comments**

57

58 There were no Landowners' questions or comments.

59

60 **SIXTH ORDER OF BUSINESS** **Adjournment**

61

62 There being nothing further to discuss, the meeting adjourned at 9:34 a.m.

63

64

65 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

66
67
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71

Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

6B

DRAFT

**MINUTES OF MEETING
RYALS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Ryals Creek Community Development District Board of Supervisors held a Public Hearing and a Regular Meeting on November 16, 2021 at 9:30 a.m., at the office of England-Thims & Miller, Inc., located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present were:

A. Chester (Chip) Skinner, III	Chair
J. Malcolm Jones, III	Vice Chair
Christopher J. Eyrick	Assistant Secretary
Clayton (Riley) Skinner	Assistant Secretary
David (Davis) Godfrey Skinner, Jr.	Assistant Secretary

Also present, were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Katie Buchanan (via telephone)	District Counsel
Jason Crews	District Engineer
Jason Hall	England-Thims & Miller, Inc. (ETM)
Jason Ellis	England-Thims & Miller, Inc. (ETM)

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 9:32 a.m., and recapped the results of the November 2, 2021 Landowners Election, as follows:

Seat 3	A. Chester (Chip) Skinner	418 Votes	4-year Term
Seat 4	David (Davis) Godfrey Skinner	417 Votes	2-year Term
Seat 5	Christopher J. Eyrick	418 Votes	4-year Term

All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

39 **THIRD ORDER OF BUSINESS**

Administration of Oath of Office to Newly Elected Board of Supervisors *(the following will be provided in a separate package)*

40
41
42

43 Mr. Wrathell, a notary of the State of Florida and duly authorized, administered the
44 Oath of Office to Mr. Chip Skinner, Mr. Davis Skinner and Mr. Christopher Eyrick. He distributed
45 and briefly explained the following items:

46 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

47 **B. Membership, Obligations and Responsibilities**

48 **C. Chapter 190, Florida Statutes**

49 **D. Financial Disclosure Forms**

50 **I. Form 1: Statement of Financial Interests**

51 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

52 **III. Form 1F: Final Statement of Financial Interests**

53 **E. Form 8B: Memorandum of Voting Conflict**

54

55 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2022-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

56
57
58
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60
61

62 Mr. Wrathell presented Resolution 2022-03.

63

On MOTION by Mr. Jones and seconded by Mr. Riley Skinner, with all in favor, Resolution 2022-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

64
65
66
67

68

69

70 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2022-04, Designating Certain Officers of the District, and Providing for an Effective Date

71
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74 Mr. Wrathell presented Resolution 2022-04. Mr. Eyrick nominated the following slate of
75 officers:

- 76 A. Chester (Chip) Skinner, III Chair
- 77 J. Malcolm Jones, III Vice Chair
- 78 Craig Wrathell Secretary
- 79 Christopher J. Eyrick Assistant Secretary
- 80 Clayton (Riley) Skinner Assistant Secretary
- 81 David (Davis) Godfrey Skinner, Jr. Assistant Secretary
- 82 Kristen Suit Assistant Secretary

83 No other nominations were made.

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85 **On MOTION by Mr. Riley Skinner and seconded by Mr. Davis Skinner, with all**
86 **in favor, Resolution 2022-04, Designating Certain Officers of the District, as**
87 **nominated, and Providing for an Effective Date, was adopted.**

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90 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2022-05, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability: and Providing an Effective Date

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Mr. Wrathell presented Resolution 2022-05.

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100 **On MOTION by Mr. Chip Skinner and seconded by Mr. Eyrick, with all in favor,**
101 **Resolution 2022-05, Extending the Terms of Office of All Current Supervisors to**
102 **Coincide with the General Election Pursuant to Section 190.006, Florida**
103 **Statutes; Providing for Severability: and Providing an Effective Date, was**
104 **adopted.**

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107 **SEVENTH ORDER OF BUSINESS**

Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments Relating to the Financing and Securing of Certain Public Improvements,

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Adoption of the Operations and Maintenance Special Assessment Methodology Report; Adoption of an Assessment Roll, and to Provide for the Levy, Collection and Enforcement of Assessments

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118 • *Hear testimony from the affected property owners as to the propriety and advisability*
119 *of making the improvements and funding them with special assessments on the*
120 *property.*

121 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
122 *all complaints as to the special assessments on a basis of justice and right.*

123 These items were addressed below.

124 **A. Affidavit/Proof of Publication**

125 **B. Fiscal Year 2022 Amended Budget**

126 **C. Operations and Maintenance Special Assessment Methodology Report**

127 **D. Consideration of Resolution 2022-06, Adopting an Amended Budget for the Fiscal Year**
128 **Beginning October 1, 2021, and Ending September 30, 2022; Making a Determination**
129 **of Benefit and Imposing Special Assessments for Upcoming Fiscal Years; Adopting an**
130 **Assessment Report; Providing for the Collection and Enforcement of Special**
131 **Assessments, Including But Not Limited to Penalties and Interest Thereon; Providing a**
132 **Severability Clause; and Providing an Effective Date**

133 Mr. Wrathell recalled that Staff previously presented an Operations and Maintenance
134 (O&M) Special Assessment Methodology Report and prospective budget amendment to include
135 Field Operations and authorized advertising an O&M Assessment Hearing, which is the crux of
136 this meeting. He reviewed the amended Fiscal Year 2022 General Fund Budget, the O&M
137 Special Assessment Methodology Report, including developable acres, the Interlocal Agreement
138 with the Boggy Branch CDD and the Appendix Tables on Page 4. Regarding the parcel map, Mr.
139 Wrathell stated Staff would update it each spring or as often as the Board deems necessary. A
140 parcel map would be included with the Methodologies and in the Fiscal Year 2023 budget.

- 141 • *Hear testimony from the affected property owners as to the propriety and advisability*
142 *of making the improvements and funding them with special assessments on the*
143 *property.*

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145 **On MOTION by Mr. Riley Skinner and seconded by Mr. Chip Skinner, with all in**
146 **favor, the Public Hearing was opened.**

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149 Mr. Wrathell stated the Board would hear testimony from affected property owners as
150 to the propriety and advisability of being able to operate and maintain the CDD improvements
151 currently under construction. He asked for questions, concerns or testimony from affected
152 property owners.

153 No members of the public spoke.

- 154 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
155 *all complaints as to the special assessments on a basis of justice and right.*

156 Mr. Wrathell stated the Board, sitting as the Equalizing Board, can consider adjustments
157 to the assessments. He asked if they wished to consider any adjustments to the way the
158 assessments are proposed in the O&M Methodology.

159 The Board, sitting as the Equalizing Board, had no changes.

160 The following questions were asked and answered:

161 **Ms. Buchanan:** Do you believe that the assessments described in the Methodology are
162 fair and equitably apportioned?

163 **Mr. Wrathell:** Yes, Ma'am.

164 **Ms. Buchanan:** Do you believe that the benefit allocated to the assessments is greater
165 than or equal to the amount of assessments that the landowners will pay.

166 **Mr. Wrathell:** Yes.

167 **Ms. Buchanan:** Is it in the best interest of the District to adopt the Methodology.

168 **Mr. Wrathell:** Yes.

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On MOTION by Mr. Davis Skinner and seconded by Mr. Eyrick, with all in favor, the Public Hearing was closed.

Mr. Wrathell presented Resolution 2022-06 and read the title.

On MOTION by Mr. Jones and seconded by Mr. Eyrick, with all in favor, Resolution 2022-06, Adopting an Amended Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Making a Determination of Benefit and Imposing Special Assessments for Upcoming Fiscal Years; Adopting an Assessment Report; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Ratification Items

A. England-Thims & Miller, Inc., Work Authorization No. 2 2021-2022 General Consulting Engineering Services

Mr. Crews presented Work Authorization No. 2 and stated it was an extension of the existing contract.

On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor, the England-Thims & Miller, Inc., Work Authorization No. 2 2021-2022 General Consulting Engineering Services, was approved.

B. HGS Transition Letter

Mr. Wrathell presented the Hopping Green and Sams transition letter, previously executed by the Board Chair.

On MOTION by Mr. Eyrick and seconded by Mr Riley Skinner, with all in favor, the HGS Transition Letter, was ratified.

207 **NINTH ORDER OF BUSINESS**

Consideration of Kutak Rock LLP Retention and Fee Agreement

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Mr. Wrathell presented the Kutak Rock LLP Retention and Fee Agreement.

On MOTION by Mr. Chip Skinner and seconded by Mr. Davis Skinner, with all in favor, the Kutak Rock LLP Retention and Fee Agreement, was approved.

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216 **TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of September 30, 2021

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Mr. Wrathell presented the Unaudited Financial Statements as of September 30, 2021.

On MOTION by Mr. Eyrick and seconded by Mr. Jones, with all in favor, the Unaudited Financial Statements as of September 30, 2021, were accepted.

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225 **ELEVENTH ORDER OF BUSINESS**

Approval of October 5, 2021 Regular Meeting Minutes

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Mr. Wrathell presented the October 5, 2021 Regular Meeting Minutes.

On MOTION by Mr. Jones and seconded by Mr. Chip Skinner, with all in favor, the October 5, 2021 Regular Meeting Minutes, as presented, were approved.

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234 **▪ Ratification of Business Items**

This item was an addition to the agenda.

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Mr. Wrathell stated the following two business items from the October 5, 2021 meeting need to be ratified for the record:

- 238 ➤ Boundary Amendment Funding Agreement between Ryals Creek CDD and Sawmill Timber LLC
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- 240 ➤ Funding Agreement between Ryals Creek CDD and Sawmill Timber LLC, related to the
- 241 construction of Phase 1 Joint Master Infrastructure
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On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor, the Boundary Amendment Funding Agreement between Ryals Creek CDD and Sawmill Timber LLC and the Funding Agreement between Ryals Creek CDD and Sawmill Timber LLC, relating to the construction of Phase 1 Joint Master Infrastructure, were ratified.

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250 **TWELFTH ORDER OF BUSINESS**

Staff Reports

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252 **A. District Counsel: *Kutak Rock, LLP***

253 • **Statutory Changes from 2021 Legislative Session**

254 Ms. Buchanan presented the HGS Memorandums related to the following items:

255 **I. Publication of Legal Notices**

256 **II. Wastewater and Stormwater Needs Analysis**

257 **III. Prompt Payment Policies**

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On MOTION by Mr. Riley Skinner and seconded by Mr. Eyrick, with all in favor, authorizing Staff to amend the Prompt Payment Policies, as discussed by District Counsel, was approved.

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On MOTION by Mr. Jones and seconded by Mr. Davis Skinner, with all in favor, authorizing the Chair to approve the production of the Stormwater Needs Analysis, was approved.

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IV. Public Records Exemptions

270 **B. District Engineer: *England-Thims & Miller, Inc.***

271 Mr. Crews reported the following:

272 ➤ The Boundary Amendment documentation would be completed by the end of the week.

273 ➤ There were two requests for payments; one for material supply and the other for the
274 design process.

275 ➤ There will be a change order adjustment to the earthwork credit granted via the bid
276 process, between the excess material that came out of Lake Mary, Virginia and the pond that
277 was relocated. There would be a slight deduction in the credit because the pond got smaller for

278 the Baptist site, resulting in less excess, and the 35,000 yards that was allocated to Baptist as
279 well. Mr. Crews would send the information to the Board.

280 Asked if there would be any draw requests between now and the time that the plat
281 bond would be presented that would reduce the bond size, Mr. Crews stated there would be
282 another draw request on November 25, 2021 and Staff would update a letter for submission to
283 the City for approval.

284 Discussion ensued regarding the ICI plat, the City, Spectrum and the plat bond. In
285 response to a Board Member's request, Mr. Crews gave updates about the construction
286 project.

287 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

288 Mr. Wrathell reviewed the Construction Account Activity Construction Draws handout,
289 including funds received, requisitions, retainage payables, remaining amounts to expend and
290 remaining amounts to collect from ICI.

291 • **NEXT MEETING DATE: December 7, 2021 at 9:30 a.m.**

292 ○ **QUORUM CHECK**

293 The December meeting was cancelled. The next meeting would be held January 4,
294 2022, unless cancelled.

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296 **THIRTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

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298 There were no Board Members' comments or requests.

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300 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

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302 No members of the public spoke.

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304 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

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**On MOTION by Mr. Riley Skinner and seconded by Mr. Jones, with all in favor,
the meeting adjourned at 11:01 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

RYALS CREEK

COMMUNITY DEVELOPMENT DISTRICT

7C

RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2021	Regular Meeting	9:30 AM
November 2, 2021	Landowners' Meeting	9:30 AM
November 2, 2021 CANCELED	Regular Meeting	<i>immediately following Landowners' Meeting</i>
November 16, 2021	Public Hearing and Regular Meeting	9:30 AM
December 7, 2021 CANCELED	Regular Meeting	9:30 AM
January 4, 2022	Regular Meeting	9:30 AM
February 1, 2022	Regular Meeting	9:30 AM
March 1, 2022	Regular Meeting	9:30 AM
April 5, 2022	Regular Meeting	9:30 AM
May 3, 2022	Regular Meeting	9:30 AM
June 7, 2022	Regular Meeting	9:30 AM
July 5, 2022	Regular Meeting	9:30 AM
August 2, 2022	Public Hearing & Regular Meeting	9:30 AM
September 6, 2022	Regular Meeting	9:30 AM