

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

November 4, 2020

BOARD OF SUPERVISORS

CONTINUED

SPECIAL MEETING

AGENDA

SANDRIDGE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Sandridge Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 334313
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

October 29, 2020

Board of Supervisors
Sandridge Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Sandridge Community Development District will hold a Continued Special Meeting on November 4, 2020 at 11:00 a.m., at The Wood Development Company of Jacksonville, 414 Old Hard Road, Suite 502, Fleming Island, Florida 32003. Members of the public may listen to and/or participate in this meeting, as well as for the duration of Phase 3 of the COVID-19 Emergency, via Zoom video at <https://zoom.us/j/2043596216>, Meeting ID 204 359 6216 or telephonically at 1-929-205-6099, Meeting ID 204 359 6216. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Supplemental Engineering Report for Phase 1
4. Consideration of First Supplemental Special Assessment Methodology Report
5. Consideration of Bond Financing Team Funding Agreement
6. Consideration of Acquisition Agreement
7. Consideration of Construction Funding Agreement for Sandridge Phase 1 Infrastructure Project
8. Consideration of Resolution 2021-01, Approving Request for Proposal Documents for the District's Phase I Infrastructure Improvement Project; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Website Related Proposals
 - A. Strange Zone, Inc., Quotation #M20-1004 for District Website Design, Maintenance and Domain
 - B. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

- 10. Consideration of Resolution 2021-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date
- 11. Acceptance of Unaudited Financial Statements as of September 30, 2020
- 12. Consideration of September 8, 2020 Public Hearings and Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Taylor & White, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: _____, 2020 at __:__ A.M./P.M.

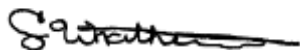
- QUORUM CHECK

SUSIE WOOD	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MATT ROBERTS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
DARYL ANDERSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
EMILY MEAGHER	<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

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

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

Sincerely,



Craig Wrathell
 District Manager

OPTIONS FOR MEETING PARTICIPATION

Join Zoom Meeting: <https://zoom.us/j/2043596216>

Meeting ID: 204 359 6216

or

Dial by Location: 1-929-205-6099

Meeting ID: 204 359 6216

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

3

**SUPPLEMENTAL
ENGINEERING REPORT
FOR
PHASE I**

**Sandridge
Clay County, Florida**

***PREPARED FOR:
SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA***

Submitted By:



***Taylor & White, Inc.
9556 Historic Kings Road S., Suite 102
Jacksonville, Florida 32257***

October 28, 2020

ENGINEER OF RECORD SIGNATURE PAGE

Project Name: **Sandridge Community Development District**
Project Location:
Project City / State: **Clay County, Florida**
Computer Programs used for this report: **Microsoft Word and Excel 2016**
T&W Job No. **20076**

TABLE OF CONTENTS:

<u>Sections</u>	<u>Item</u>
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IV	Basis of District Funding Costs
V	Exhibit 1 - Location Map
VI	Exhibit 2 - Site Map – Sandridge Dairy Phase I
VII	Exhibit 3 – Legal Description Sandridge Dairy Phase I
VIII	Exhibit 4 – District Funding- Sandridge Dairy Phase I
IX	Table 2 – Schedule of Development Permits Revised

D. Glynn Taylor, P.E.
P.E. No. 44163



Portion of pages or sections of this
report signed and sealed by Engineer

Sections I-IX

Notes: This report is prepared for the Sandridge Community Development District is not intended for any other purpose, agency or third party use.

INTRODUCTION

The Sandridge Community Development District (the "District") encompasses approximately 290.50 acres within the unincorporated area of the eastern part of Clay County, Florida. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District. The District is located in portions of Sections 23 and 26, Township 5 South, Range 25 East. The community to be developed within the District will be known herein as the "Development". The District is currently bounded to the north by Sandridge Road, Feed Mill Road on the west, and jurisdictional wetlands on the east and south sides. The access to the District is via Sandridge Road and Feed Mill Road. The District is located 2850 LF East of SR-23, near the crossing of Sandridge Road. **Exhibit 1** represents a Vicinity Map showing the location of the Development and the adjacent roads and cities.

In order to serve the residents of the District, the District plans to design, permit, finance, acquire and / or construct, operate, and maintain all or part of certain infrastructure necessary for community development within the District, including transportation, drainage, wetland mitigation, utility infrastructure, recreational facilities, security facilities, hardscaping and landscaping within and adjacent to the District ("Capital Improvement Plan" or "CIP"). The CIP is described in the previously adopted *Engineering Report* dated June 9, 2020 (the "Master Report"). The CIP may be subject to modification in the future. The improvements included within the CIP are currently planned to be financed and constructed in three phases. The purpose of this Supplemental Engineering Report ("Supplemental Report") is to provide a description of the improvements and provide a cost estimate for the improvements as well as soft costs such as engineering and consulting expenses that will be required for the first phase of the CIP ("Phase I") to be financed through the issuance of the District's Special Assessment Revenue Bonds, Series 2021 ("2021 Bonds," and the project financed thereby, the "Phase I Project"). The implementation of any improvement outlined within the CIP, including those in Phase I, requires final approval by the District's Board of Supervisors. Improvements contemplated in this Supplemental Report encompass requirements set forth in the Clay County land development code.

Exhibit 2 is an enlarged Location Map showing the geographic location of Phase I. **Exhibit 3** is a legal description of Phase I.

GOVERNMENTAL ACTIONS

The Clay County Board of County Commissioners adopted an ordinance establishing the District on June 9, 2020. All applicable zoning, vesting and concurrency approvals are in place. The Clay County Utility Authority (CCUA) has issued a water and sewer availability letter indicating the availability of water and sewer to serve the Development. **Table 1** was included in the Master Report, but not within this report. **Table 2** is a list of all the development permits applied for and the status of the application, revised from the Master Report.

PHASING

Phase I is located on approximately 125.75 acres in the eastern third of the District, and it connects to Sandridge Road, as depicted in **Exhibit 2** and described in **Exhibit 3**. This portion of the Development is anticipated to comprise 238 single family residential units with associated Main Entrance and Roundabout, Master Roadway System, Master Utility System, Master Stormwater System, Master Entry Features and Landscaping, Master Recreation, including neighborhood parks, and a Master Sanitary Sewer Pump Station.

	40' Lots	50' Lots	60' Lots	Total
Phase I	38	130	70	238
Phase II	49	186	44	279
Phase III	71	183	0	254
Total	<u>158</u>	<u>499</u>	<u>114</u>	<u>771</u>

Phase I will include one Master Sanitary Sewer Pump Station, Amenity Center, and Main Entrance from Sandridge Road.

Phase II will include one Master Sanitary Sewer Pump Station.

Phase III will include the secondary entrance to Feed Mill Road.

PHASE I INFRASTRUCTURE IMPROVEMENTS

In connection with the Phase I Project, the District presently intends to finance, design, construct, and/or acquire all or a portion of the infrastructure improvements described herein for Phase I. The anticipated District costs for Phases I thru III are described in **Exhibit 4**.

The following is a detailed description of the potential District-funded improvements that make up Phase I.

Main Entrance and Round-About

This will include the entrance road and Round-About, 10" Water Main and 10" Reuse Main to serve Phase I infrastructure improvements for the 238 Single Family Lots.

Master Roadway Infrastructure

This will include the portion of the master roadways necessary to support Phase I infrastructure consisting of the potable water system, gravity sewer system, reuse water system, and stormwater system necessary for the 238 Single Family Lots.

Master Stormwater System

This will include the Phase I portion of the stormwater management facilities (SWMF #1, #2, #3, #4, #5, #6, #7, #11, #12, #13, & #14), drainage collection system, clearing, grubbing and earthwork for the lots and roadway rights-of-way.

Master Utility System

This will include Phase I Utilities consisting of potable water system, gravity sewer system, reuse water system and sanitary sewer pump station, to serve the 238 Single Family Lots.

Master Recreation

This will include Phase I pocket parks (sidewalks and picnic tables) and the Amenity Center, which will consist of approximately 6,000 SF under roof with 2,000 SF of AC space, community pool, dog park, and tot lot.

Master Entry Features & Landscaping

This will include the Phase I portion of the master landscaping, fencing and street trees.

OWNERSHIP AND MAINTENANCE

The following is a brief summary of the anticipated ownership, and maintenance responsibilities for the improvements constructed within Phase 1.

<u>Improvement</u>	<u>Ownership</u>	<u>Maintenance Responsibility</u>
Master Entrance & Roundabout	<u>CDD</u>	<u>CDD</u>
Master Roadway Infrastructure	<u>CDD</u>	<u>CDD</u>
Master Utility System	<u>CCUA</u>	<u>CCUA</u>
Master Stormwater System	<u>CDD</u>	<u>CDD</u>
Master Entry Features & Landscaping	<u>CDD</u>	<u>CDD</u>
Master Recreation	<u>CDD</u>	<u>CDD</u>

BASIS OF COST ESTIMATES FOR PHASE I

The following is the basis for the infrastructure opinion of probable cost:

The funding amounts for Master Roadways, Master Utility System, and Master Storm Water System were obtained from the Preliminary Proposals from Pipeline Constructors, Inc. dated October 19, 2020 and October 28, 2020.

- The engineering fees, geotechnical engineering, environmental services and CEI are included in the cost for engineering.
- Master entry features, landscaping and buffering are based on an estimate supplied by the Developer.
- Recreation area improvements are based on an estimate supplied by the Developer.
- Construction Engineering and Inspection (CEI) costs obtained from requirement by Clay County to engage England, Thims & Miller, Inc. on behalf of the County for inspection services.
- This report includes a 10% contingency factor.

Supporting Documentation

**Special Assessment Revenue Bonds, Series 2021
Master Infrastructure Cost
Report of District Engineer**

Prepared for:
SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

Prepared by:
Taylor & White, Inc.
D. Glynn Taylor, P.E.

APPENDIX A

1. Tables

2. Schedule of Development Permits

2. Exhibits

1. Vicinity Map
2. Phase I Location Map
3. Phase I Legal Description

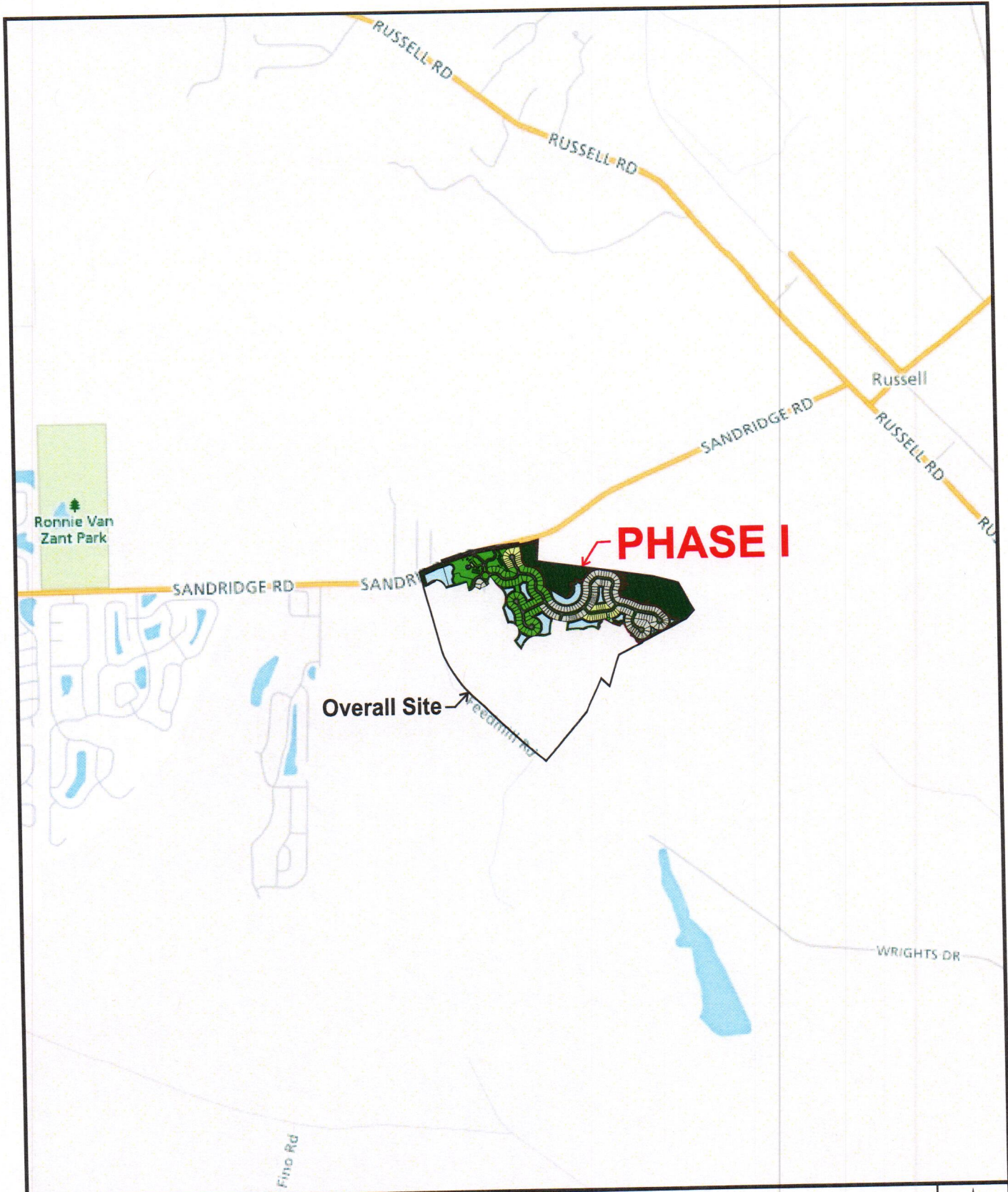


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EXHIBIT 1
Sandridge CDD
Vicinity Map



Job: 20076
 Date: October 26, 2020
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EXHIBIT 2

Sandridge Phase I CDD Location Map



Job: 20076
Date: October 26, 2020

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A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID SECTION 23, ALSO BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 2058 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 64°10'31" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 2058, A DISTANCE OF 625.13 FEET, TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3801, PAGE 1449 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 17°17'22" WEST, 487.07 FEET; COURSE NO. 2: SOUTH 83°29'44" EAST, 876.64 FEET; COURSE NO. 3: SOUTH 12°06'55" EAST, 532.60 FEET, TO THE POINT OF BEGINNING; COURSE NO. 4: SOUTH 77°48'06" EAST, 521.39 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE 1745 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 31°09'08" EAST, 650.36 FEET; COURSE NO. 2: SOUTH 44°42'54" WEST, 251.08 FEET; COURSE NO. 3: SOUTH 60°19'42" WEST, 1239.12 FEET; THENCE NORTH 29°40'18" WEST, 430.18 FEET; THENCE NORTH 77°01'31" WEST, 198.97 FEET; THENCE SOUTH 86°19'05" WEST, 174.79 FEET; THENCE SOUTH 73°04'09" WEST, 10.81 FEET; THENCE SOUTH 32°38'29" WEST, 58.44 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 324.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°27'23" WEST, 306.51 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1800.00 FEET, AN ARC DISTANCE OF 355.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°23'13" WEST, 355.10 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1080.00 FEET, AN ARC DISTANCE OF 180.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°05'02" EAST, 180.40 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 122.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°05'39" WEST, 122.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF 36.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°54'01" WEST, 36.27 FEET; THENCE NORTH 79°57'56" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1260.00 FEET, AN ARC DISTANCE OF 36.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°51'46" EAST, 36.43 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 120.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°34'37" WEST, 120.76 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1380.00 FEET, AN ARC DISTANCE OF 315.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°43'10" WEST, 315.29 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1800.00 FEET, AN ARC DISTANCE OF 60.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°47'57" WEST, 60.47 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 148.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°52'50" WEST, 146.55 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 370.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°01'25" WEST, 344.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°07'22" WEST, 139.18 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 670.00 FEET, AN ARC DISTANCE OF 232.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°58'58" WEST, 231.71 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 527.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°21'19" WEST, 358.03 FEET; THENCE NORTH 20°34'38" WEST, 316.37 FEET; THENCE NORTH 22°53'48" EAST, 80.65 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 381.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°08'57" WEST, 352.77 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 149.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°55'57" WEST, 148.67 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°19'47" WEST, 180.00 FEET; THENCE NORTH 29°31'59" WEST, 21.04 FEET; THENCE SOUTH 61°36'14" WEST, 120.00 FEET; THENCE NORTH 27°33'55" WEST, 18.85 FEET; THENCE NORTH 00°29'48" EAST, 61.04 FEET; THENCE NORTH 86°25'06" WEST, 110.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 132.38 FEET, AN ARC DISTANCE OF 89.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°58'55" EAST, 87.94 FEET; THENCE NORTH 47°37'04" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 192.38 FEET, AN ARC DISTANCE OF 130.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°58'55" WEST, 127.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 119.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°51'59" WEST, 112.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°09'03" WEST, 11.58 FEET; THENCE NORTH 17°50'57" WEST, 120.00 FEET; THENCE SOUTH 72°09'03" WEST, 361.13 FEET; THENCE NORTH 17°50'57" WEST, 499.75 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-739-B (AN 80 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5689.58 FEET, AN ARC DISTANCE OF 1058.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°54'59" EAST, 1057.43 FEET; COURSE NO. 2: NORTH 78°14'54" EAST, 658.25 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1472.40 FEET, AN ARC DISTANCE OF 251.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°20'48" EAST, 251.62 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3683, PAGE 1310 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°00'00" WEST, ALONG LAST SAID LINE AND ITS SOUTHERLY PROLONGATION THEREOF, 415.00 FEET; THENCE SOUTH 83°58'53" EAST, 2313.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 125.75 ACRES, MORE OR LESS.

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 Professional Civil Engineering Services

EXHIBIT 3
Sandridge Phase I
CDD Legal Description

Job: 20076
 Date: October 26, 2020
 © 2020 Taylor & White, Inc.

Exhibit 4

Sandridge Community Development District Master Infrastructure Improvements for Phase I

No	Item	Estimated Amount
1	Main Entrance & Round-about	\$1,150,000.00
2	Master Roadway Infrastructure	\$1,292,375.00
3	Master Utility System	\$2,314,125.00
4	Master Stormwater System	\$1,390,350.00
5	Master Entry Features & Landscaping	\$375,000.00
6	Master Recreation	\$3,000,000.00
7	Engineering/CEI	\$167,250.00
8	Subtotal	\$9,689,100.00
9	Contingency - 10%	\$968,910.00
10	Total Items 8-9	\$10,658,010.00

Sandridge Community Development District Special Assesment Revenue Bonds Master Infrastructure Improvements for Phase II & Phase III

No	Item	Estimated amount
1	Main Entrance & Round-about	\$0.00
2	Master Roadway Infrastructure	\$3,023,795.00
3	Master Utility System	\$4,168,145.00
4	Master Stormwater System	\$2,784,800.00
5	Master Entry Features & Landscaping	\$0.00
6	Master Recreation	\$300,000.00
7	Engineering/CEI	\$652,410.00
8	Subtotal	\$10,929,150.00
9	Contingency - 10%	\$1,092,915.00
10	Total Items 8-9	\$12,022,065.00

Master Infrastructure Improvements for Phase I, Phase II, & Phase III

No	Item	Estimated amount
1	Main Entrance & Round-about	\$1,150,000.00
2	Master Roadway Infrastructure	\$4,316,170.00
3	Master Utility System	\$6,482,270.00
4	Master Stormwater System	\$4,175,150.00
5	Master Entry Features & Landscaping	\$375,000.00
6	Master Recreation	\$3,300,000.00
7	Engineering/CEI	\$819,660.00
8	Subtotal	\$20,618,250.00
9	Contingency - 10%	\$2,061,825.00
10	Total Items 8-9	\$22,680,075.00

Note:

1. This Opinion does not include: Impact fees, utility connection fees, electric fees, cable, gas, or excessive unsuitable material.
2. The anticipated cost of the CDD Funding for the 533 lots in Phase II and Phase III is based on previous proposals to the Developer from Pipeline Constructors, Inc.



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TABLE 2

**SCHEDULE OF DEVELOPMENT
PERMITS**

Table 2
 Sandridge Community Development District
 Schedule of Development Permits

Sandridge Development Permits	Status
Clay County Engineering	3 RD SUBMITTAL 11/3/2020
St. Johns River Water Management District (SJRWMD) Conceptual & Phase I Permit No. 150401-3 & 150401-4	SJRWMD Individual Phase I Permit Issued 10-30-20 SJRWMD Conceptual Permit Issued 11-2-20
Clay County Utility Authority Permit (CCUA) Application Number	APPROVAL PLANS SUBMITTED 10/27/2020
Army Corps of Engineers Permit (ACOE) Application Number	TO BE SUBMITTED JUNE, 2020 AWAITING SJRWMD APPROVAL PRIOR TO ISSUANCE

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SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

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SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

First Supplemental
Special Assessment
Methodology Report

November 2, 2020



Provided by:

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1.0 Introduction

1.1 Purpose

This First Supplemental Special Assessment Methodology Report (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated June 9, 2020 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Phase I portion ("Phase I") of the Sandridge Community Development District (the "District") located in unincorporated Clay County, Florida. This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan") contemplated to be provided by the District for Phase I (the "Phase I Project").

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the Phase I Project described in the Supplemental Engineering Report for Phase I developed by Taylor & White, Inc. (the "District Engineer") dated October 28, 2020 (the "Supplemental Engineering Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and partial funding of the Phase I Project by the District.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the Phase I Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Phase I as well as general benefits to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Phase I. The District's Phase I Project enables properties within Phase I to be developed.

There is no doubt that the general public will benefit from the provision of the Phase I Project. However, these benefits are only incidental since the Phase I Project is designed to provide special benefits peculiar to property within Phase I. Properties outside are not directly served by the Phase I Project and do not depend upon the Phase I Project to obtain or to maintain their development

entitlements. This fact alone clearly distinguishes the special benefits which Phase I properties receive compared to those lying outside of its boundaries.

The Phase I Project will provide infrastructure and improvements which are all necessary in order to make the lands within Phase I developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Phase I to increase by more than the sum of the financed cost of the individual components of the Phase I Project. Even though the exact value of the benefits provided by the Phase I Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan and the Phase I Project as determined by the District Engineer.

Section Four discusses the first supplemental financing program for Phase I.

Section Five discusses the first supplemental special assessment methodology for Phase I.

2.0 Development Program

2.1 Overview

The District serves the Sandridge development (the “Development” or “Sandridge”), a master planned, residential development located in unincorporated Clay County, Florida. The land within the District consists of approximately 290.50 +/- acres and is generally located south of Sandridge Road, east of Feed Mill Road, and north and west of jurisdictional wetlands.

2.2 The Development Program

The development of Sandridge is anticipated to be conducted by The GreenPointe, LLC or its associates (the “Developer”). Based upon the information provided by the Developer, the current

development plan envisions a total of 771 single-family (SF) residential units developed in three (3) phases, with Phase I consisting of a total of 238 SF residential units, Phase II consisting of a total of 279 SF residential units, and Phase III consisting of a total of 254 SF residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the land development plan within the District.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Supplemental Engineering 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 Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of roadways, potable water, waste water and reuse water utilities, storm water management, entry features and landscaping, and recreation, all as set forth in more detail in the Supplemental Engineering Report.

Even though all of the infrastructure included in the Capital Improvement Plan will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another, according to the Supplemental Engineering Report, the public infrastructure improvements are projected to be constructed in three (3) infrastructure construction phases or projects coinciding with the three (3) phases of land development. The Phase I Project, consists of that portion of the overall Capital Improvement Plan that is necessary for the development of land within Phase I, while the “Future Phases Project” is that portion of the overall Capital Improvement Plan that is necessary for the development of land within the remaining Phases II and III.

The sum of all public infrastructure improvements as described in the Supplemental Engineering Report will comprise an interrelated

system of improvements, which means all of the improvements comprising the overall Capital Improvement Plan, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at \$22,680,075, with the costs of the Phase I Project estimated at \$10,658,010, and the costs of the Future Phases Project estimated at \$12,022,065. Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

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 District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Bonds, Series 2020 in the estimated principal amount of \$5,870,000* (the "Bonds") to fund a portion of the Phase I Project in the amount estimated at \$5,014,885*, with the balance of the Phase I Project costs financed partly by the Developer with private capital (see discussion below in Section 5.2) and partly with proceeds of future bonds.

4.2 Types of Bonds Proposed

The proposed first supplemental financing plan for the District provides for the issuance of the Bonds in the estimated principal amount of \$5,870,000* to finance a portion of the Phase I Project costs in the amount estimated at \$5,014,885*. The Bonds as projected under this first supplemental financing plan would be structured to be amortized in 30 annual installments following a 9-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal

* Preliminary, subject to change

payments on the Bonds would be made every May 1.

In order to finance the improvement costs, the District would need to borrow more funds and incur indebtedness in the total amount estimated at \$5,870,000*. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire a portion of the Phase I Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineering Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of Phase I. General benefits accrue to areas outside, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Phase I Project. All properties that receive special benefits from the Phase I Project will be assessed for their fair share of the debt issued in order to finance the Phase I Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 771 SF residential units developed in three (3) phases, with Phase I consisting of a total of 238 SF residential units, Phase II consisting of a total of 279 SF residential units, and Phase III consisting of a total of 254 SF residential units, although unit numbers, land uses and product types may change throughout the development period.

The master public infrastructure included in the Capital Improvement Plan will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will

* Preliminary, subject to change

benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the Capital Improvement Plan will comprise an interrelated system of master improvements, the public infrastructure improvements are projected to be constructed in three (3) infrastructure construction phases or projects coinciding with the three (3) phases of land development. The Phase I Project, consists of that portion of the overall Capital Improvement Plan that is necessary for the development of land within Phase I, while the Future Phases Project is that portion of the overall Capital Improvement Plan that is necessary for the development of land within the remaining Phases II and III.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the 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 following the Master Report, this First Supplemental Report proposes to allocate the benefit associated with the Capital Improvement Plan to the different unit types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU weights is supported by the fact that generally and on average units with smaller lot sizes will

use and benefit from the improvements which are part of the Capital Improvement Plan less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's Capital Improvement Program.

The development of land in the District is projected to include a recreation area that will be owned and operated by the District for the benefit of the landowners and residents within the District, although members of the general public will be able to use the facility upon payment of a reasonable fee imposed by the District. While it is beyond question that the parcel(s) containing the recreation area will benefit from the provision of the Capital Improvement Plan and more immediately the Phase I Project, the District may determine to exempt such property from any assessment associated with repayment of the Bonds (the "Bond Assessments") provided that the requirements of Section 193.0235, F.S. have been satisfied. The rationale for this exemption is that the cost of Assessment will already be borne by the Assessment-paying property owners within Phase I in the proportion equivalent to their benefit of public improvements.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* illustrates the allocation of the costs of the Capital Improvement Plan to Phase I and to Phases II & III, with the total amount of Capital Improvement Plan costs allocated to Phase I equal to \$7,272,383.01 and the total amount of Capital Improvement Plan costs allocated to Phases II and III equal to \$15,407,691.99. In order to facilitate the marketing of the residential units within Phase I, the Developer requested that the District limit the amount of Bond Assessments to certain predetermined levels. Table 6 in the *Appendix* presents the allocation of the amount of Capital Improvement Plan costs allocated to Phase I to the various unit types proposed to be developed in Phase I based on the ERU benefit allocation factors present in Table 4. Further, Table 6 illustrates the approximate costs that are projected to be financed with the Bonds, and the approximate costs of the portion of the Phase I Project costs

allocable to Phase I to be constructed by the Developer. With Bonds funding approximately \$5,014,885* in costs of the Phase I Project costs allocable to Phase I, the Developer will construct improvements valued at approximately \$2,257,498.01* which will not be funded with proceeds of the Bonds. Finally, Table 7 in the *Appendix* presents the apportionment of the Bond Assessments and also presents the annual levels of the projected annual debt service assessments per unit.

5.3 Assigning Bond Assessment

As the land in the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Bond Assessments will initially be levied on all of the land in Phase I on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$5,870,000* will be preliminarily levied on approximately 125.75 +/- gross acres at a rate of \$46,679.92* per gross acre.

When the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Such allocation of Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within Phase I.

In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Developer, the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this First Supplemental Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessment is fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the Methodology as described herein (i.e. equal assessment per gross acre until platting).

* Preliminary, subject to change

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. 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 Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, 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 by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the Methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Plan.

Accordingly, no acre or parcel of property within the District 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 and platting occurs it is possible that the number of and unit types of residential units being developed changes. 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 Bond Assessments within Phase I on a per unit basis never exceed the initially allocated Bond Assessments as contemplated in the adopted Methodology. Bond Assessments per unit preliminarily equal the levels in Table 7 in the *Appendix* and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of units within each unit type within each and every parcel.

As the land in Phase I is platted, the Bond Assessments are assigned to platted parcels based on the figures in Table 7 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per unit remain equal to the figures in Table 7 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per unit equal less than the figures in Table 7 in the *Appendix* (for instance as a result of a larger number of units), then the per unit Bond Assessments for all parcels within Phase I will be lowered if that state persists at the conclusion of platting of all land within Phase I.

If, in contrast, as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per unit equal more than the figures in Table 7 in the *Appendix* (for instance as a result of a smaller number of units), taking into account any future development plans for the same lands – in the District’s sole discretion and to the extent such future redevelopment plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the

increase of assessment per unit to occur, in accordance with the assessment resolution and a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees as provided therein.

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 Bond Assessments per unit and the Bond Assessments figures in Table 7 in the *Appendix*, multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the 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 (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessments).

Note that, in the event that the Phase I Project is not completed, certain infrastructure contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Bond Assessments.

5.7 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessments of \$5,870,000* are proposed to be levied uniformly over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

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 Phase I 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

* Preliminary, subject to change

restatement of the factual information necessary for compilation of this First Supplemental 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

Sandridge

Community Development District

Development Plan

Unit Type	Phase I Number of Units	Phase II Number of Units	Phase III Number of Units	Total Number of Units
SF 40'	38	49	71	158
SF 50'	130	186	183	499
SF 60'	70	44	0	114
Total Residential	238	279	254	771

Table 2

Sandridge

Community Development District

Capital Improvement Plan

Improvement	Master		Total Master Infrastructure Improvements
	Infrastructure Improvements for Phase I - Phase I Project	Infrastructure Improvements for Phases II & III - Future Phases Project	
Main Entrance & Roundabout	\$1,150,000.00	\$0.00	\$1,150,000.00
Master Roadway Infrastructure	\$1,292,375.00	\$3,023,795.00	\$4,316,170.00
Master Utility System	\$2,314,125.00	\$4,168,145.00	\$6,482,270.00
Master Storm Water System	\$1,390,350.00	\$2,784,800.00	\$4,175,150.00
Master Entry Features and Landscaping	\$375,000.00	\$0.00	\$375,000.00
Master Recreation	\$3,000,000.00	\$300,000.00	\$3,300,000.00
Engineering/CEI	\$167,250.00	\$652,410.00	\$819,660.00
Contingency	\$968,910.00	\$1,092,915.00	\$2,061,825.00
Total	\$10,658,010.00	\$12,022,065.00	\$22,680,075.00

Table 3

Sandridge

Community Development District

Preliminary Sources and Uses of Funds

	Amount
Sources	
Bond Proceeds:	
Par Amount	\$5,870,000.00
Total Sources	\$5,870,000.00
Uses	
Project Fund Deposits:	
Project Fund	\$5,014,885.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$360,200.00
Capitalized Interest Fund	\$202,515.00
	<u>\$562,715.00</u>
Delivery Date Expenses:	
Costs of Issuance	\$175,000.00
Underwriter's Discount	\$117,400.00
	<u>\$292,400.00</u>
Total Uses	\$5,870,000.00

Table 4

Sandridge

Community Development District

Improvements Benefit Allocation

Unit Type	Phase I		Phase I Total ERU
	Number of Units	ERU per Unit	
SF 40'	38	0.80	30.40
SF 50'	130	1.00	130.00
SF 60'	70	1.20	84.00
Total	238		244.40

Unit Type	Phases II & III		Phases II & III Total ERU
	Number of Units	ERU per Unit	
SF 40'	120	0.80	96.00
SF 50'	369	1.00	369.00
SF 60'	44	1.20	52.80
Total	533		517.80

Unit Type	Total Number of		
	Units	ERU per Unit	Total ERU
SF 40'	158	0.80	126.40
SF 50'	499	1.00	499.00
SF 60'	114	1.20	136.80
Total	771		762.20

Table 5

Sandridge

Community Development District

Allocation of Costs of Capital Improvement Plan

Unit Type	Total Costs of Master Infrastructure Improvements*	Phase I	Phases II & III
		Allocable Costs of Master Infrastructure Improvements*	Allocable Costs of Master Infrastructure Improvements*
SF 40'	\$3,761,166.99	\$904,584.47	\$2,856,582.52
SF 50'	\$14,848,277.91	\$3,868,288.83	\$10,979,989.08
SF 60'	\$4,070,630.10	\$2,499,509.71	\$1,571,120.39
Total	\$22,680,075.00	\$7,272,383.01	\$15,407,691.99

* Allocation based is ERU benefit allocation in Table 4

Table 6

Sandridge

Community Development District

Allocation of Costs of Capital Improvement Plan

Unit Type	Phase I Allocable Costs of Master Infrastructure Improvements*	Phase I Master Infrastructure Improvements Costs Financed with Bonds	Phase I Master Infrastructure Improvements Funded by the Developer
SF 40'	\$904,584.47	\$740,677.07	\$163,907.39
SF 50'	\$3,868,288.83	\$2,714,887.77	\$1,153,401.06
SF 60'	\$2,499,509.71	\$1,559,320.16	\$940,189.55
Total	\$7,272,383.01	\$5,014,885.00	\$2,257,498.01

* Allocation based is ERU benefit allocation in Table 4

Table 7

Sandridge

Community Development District

Bond Assessments Apportionment

Unit Type	Phase I Number of Units	Phase I Master Infrastructure Improvements Costs Financed with Bonds	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Apportionment per Unit*
SF 40'	38	\$740,677.07	\$866,973.90	\$22,815.10	\$1,489.36
SF 50'	130	\$2,714,887.77	\$3,177,817.88	\$24,444.75	\$1,595.74
SF 60'	70	\$1,559,320.16	\$1,825,208.22	\$26,074.40	\$1,702.13
Total	238	\$5,014,885.00	\$5,870,000.00		

* Included costs of collection and assumes payment in March

Exhibit "A"

Assessment in the principal amount of \$5,870,000* is proposed to be levied over the area as described below:

A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID SECTION 23, ALSO BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 2058 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 64°10'31" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 2058, A DISTANCE OF 625.13 FEET, TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3801, PAGE 1449 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 17°17'22" WEST, 487.07 FEET; COURSE NO. 2: SOUTH 83°29'44" EAST, 876.64 FEET; COURSE NO. 3: SOUTH 12°06'55" EAST, 532.60 FEET, TO THE POINT OF BEGINNING; COURSE NO. 4: SOUTH 77°48'06" EAST, 521.39 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE 1745 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, NORTHWESTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 31°09'08" EAST, 650.36 FEET; COURSE NO. 2: SOUTH 44°42'64" WEST, 251.08 FEET; COURSE NO. 3: SOUTH 60°19'42" WEST, 1239.12 FEET; THENCE NORTH 29°40'18" WEST, 430.18 FEET; THENCE NORTH 77°01'31" WEST, 198.97 FEET; THENCE SOUTH 86°19'05" WEST, 174.79 FEET; THENCE SOUTH 73°04'09" WEST, 10.81 FEET; THENCE SOUTH 32°38'29" WEST, 58.44 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 324.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°27'23" WEST, 308.51 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1800.00 FEET, AN ARC DISTANCE OF 355.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°23'13" WEST, 355.10 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1080.00 FEET, AN ARC DISTANCE OF 180.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°05'02" EAST, 180.40 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 122.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°09'39" WEST, 122.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF 36.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°54'01" WEST, 36.27 FEET; THENCE NORTH 79°57'56" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1260.00 FEET, AN ARC DISTANCE OF 36.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°51'46" EAST, 36.43 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 120.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°34'37" WEST, 120.78 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1380.00 FEET, AN ARC DISTANCE OF 315.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°43'10" WEST, 315.29 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1800.00 FEET, AN ARC DISTANCE OF 60.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°47'57" WEST, 60.47 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 148.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°52'50" WEST, 146.55 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 370.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°01'25" WEST, 344.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°07'22" WEST, 139.18 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 670.00 FEET, AN ARC DISTANCE OF 232.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°58'58" WEST, 231.71 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 527.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°21'19" WEST, 358.03 FEET; THENCE NORTH 20°34'38" WEST, 316.37 FEET; THENCE NORTH 22°53'48" EAST, 80.65 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 381.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°08'57" WEST, 352.77 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 149.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°55'57" WEST, 148.67 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°19'47" WEST, 180.00 FEET; THENCE NORTH 29°31'59" WEST, 21.04 FEET; THENCE SOUTH 61°36'14" WEST, 120.00 FEET; THENCE NORTH 27°33'55" WEST, 18.85 FEET; THENCE NORTH 00°29'48" EAST, 61.04 FEET; THENCE NORTH 86°25'06" WEST, 110.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 132.38 FEET, AN ARC DISTANCE OF 89.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°58'55" EAST, 87.94 FEET; THENCE NORTH 47°37'04" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 192.38 FEET, AN ARC DISTANCE OF 130.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°58'55" WEST, 127.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 119.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°51'59" WEST, 112.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°09'03" WEST, 11.58 FEET; THENCE NORTH 17°50'57" WEST, 120.00 FEET; THENCE SOUTH 72°09'03" WEST, 361.13 FEET; THENCE NORTH 17°50'57" WEST, 499.75 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-739-B (AN 80 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5689.58 FEET, AN ARC DISTANCE OF 1058.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°54'59" EAST, 1057.43 FEET; COURSE NO. 2: NORTH 78°14'54" EAST, 658.25 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1472.40 FEET, AN ARC DISTANCE OF 251.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°20'48" EAST, 251.62 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3683, PAGE 1310 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°00'00" WEST, ALONG LAST SAID LINE AND ITS SOUTHERLY PROLONGATION THEREOF, 415.00 FEET; THENCE SOUTH 83°58'53" EAST, 2313.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 125.75 ACRES, MORE OR LESS.

* Preliminary, subject to change

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

5

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT
AND SANDRIDGE LAND DEVELOPERS, LLC**

This Bond Financing Team Funding Agreement (“**Agreement**”) is made and entered into this 4th day of November, 2020, by and between:

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (“**District**”), and

SANDRIDGE LAND DEVELOPERS, LLC, a Delaware limited liability company and the primary developer within the District with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance of the Clay County Board of County Commissioners on June 9, 2020, effective June 12, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement and to retain Bond Counsel and a Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Methodology Consultant or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

D. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days' written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days' written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Sandridge Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: Sandridge Land Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: _____

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

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**SANDRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

WITNESSES:

**SANDRIDGE LAND DEVELOPERS,
LLC, a Delaware limited liability
company**

Print Name: _____

By: _____
Its: _____

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

6

**AGREEMENT BETWEEN THE SANDRIDGE COMMUNITY DEVELOPMENT
DISTRICT AND SANDRIDGE LAND DEVELOPERS, LLC
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
IMPROVEMENTS AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“**Agreement**”) is made and entered into, by and between:

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Clay County, Florida (“**District**”); and

SANDRIDGE LAND DEVELOPERS, LLC, a Delaware limited liability company (together with its successors and assigns, “**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance of the Clay County Board of County Commissioners on June 9, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure as authorized by Chapter 190, Florida Statutes (“**Act**”); and

WHEREAS, the Developer is currently the developer of certain lands in Clay County (“**County**”), located within the boundaries of the District (“**District Lands**”); and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain improvements, including, but not limited to, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other improvements within or without the boundaries of the District; and

WHEREAS, the District anticipates undertaking the acquisition, planning, financing, constructing, installing, operation and maintaining of a capital improvement plan of certain public improvements, including those set forth in the report attached to this Agreement as **Exhibit A**, as such exhibit may be amended from time to time (“**Project**”); and

WHEREAS, the District may in the future, and in its sole discretion, elect to issue tax-exempt bonds (“**Future Bonds**”) to finance the planning, design, acquisition, construction, and/or installation of certain infrastructure improvements, facilities, and services comprising the District’s capital improvement plan, which capital improvement plan is expected to include the Project; and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii)

construction and/or installation of all of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence or cause commencement of development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advance funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) from Developer and to provide an agreement for reimbursement to the Developer under the terms and conditions herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. WORK PRODUCT AND IMPROVEMENTS. The Project, as may be amended from time to time, represents those Improvements and Work Product that have met the requirements of this Agreement, have been acquired by the District, and are eligible for reimbursement to the Developer in the event Future Bonds are issued. In the event that Future Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on such date or dates as the parties may jointly agree upon in writing, for all future acquisitions of Work Product or Improvements (“**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of its capital improvement plan, as may be adopted in the future.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (such as, but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Future Bonds, and the requirements of this Agreement, the District shall pay the lesser of: (i) the actual cost creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of: (i) the actual cost of creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements.
- c. **Conveyances on “As-Is” Basis** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as-is” basis. Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third-Party Governments** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the District Engineer has inspected the Work Product and/or Improvements well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements; (ii) the Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, County regulations and code and, if applicable, FDOT regulations and code; (iii) the Improvements are within the scope of the Act are expected to be included in the District's capital improvement plan and financed through the issuance of Future Bonds, were installed in accordance with their specifications, are free from obstruction, and are capable of performing the functions for which the Improvements were intended; (iv) the total costs associated with the Improvements are accurate and representative of what was actually paid by Developer or its affiliate or assign to create and/or construct the Improvements; (v) all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (vi) the Improvements specifically benefit property within the boundaries of the District.

3. CONVEYANCE OF REAL PROPERTY. In the event that Future Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on the Acquisition Date. In the event of such an acquisition, the Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for the Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right, easement and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Developer’s ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

acknowledges that the District may convey some or all of the Work Product and/or Improvements to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

7. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to District:** Sandridge Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

B. **If to Developer:** Sandridge Land Developers, LLC
414 Old Hard Road, Suite 502
Fleming Island, Florida 32003
Attn: Rick Wood

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

13. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

15. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public record and treated as such in accordance with Florida law.

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred by sovereign immunity or by other operation of law.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. EFFECTIVE DATE. This Agreement shall be effective November 4, 2020.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the parties below execute the Acquisition Agreement.

Attest:

**SANDRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

SANDRIDGE LAND DEVELOPERS, LLC, a
Delaware limited liability company

Print Name: _____

By: _____
Its: _____

Exhibit A: *Engineering Report* dated June 9, 2020

Exhibit A

Engineering Report, dated June 9, 2020 (describing the “Project”)



SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

7

**CONSTRUCTION FUNDING AGREEMENT FOR SANDRIDGE PHASE I
INFRASTRUCTURE PROJECT BETWEEN SANDRIDGE LAND DEVELOPERS, LLC
AND SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of November, 2020 by and between:

Sandridge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (the “District”), and

Sandridge Land Developers, LLC, a Delaware limited liability company and the majority landowner in the District (the “Landowner”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Clay County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Landowner is the owner of certain parcels of land in Clay County, Florida, located within the boundaries of the District (the “Development”) upon which the District’s improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to issue bonds, levy special assessments, taxes, fees, and other charges as may be necessary in furtherance of the District’s infrastructure program, activities and services; and

WHEREAS, the District is without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of Phase I within the District, prior to the issuance of anticipated special assessment bonds (the “Phase I Bonds”), including construction and any design, engineering, legal, or administrative costs (collectively, the “Phase I Project”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary improvements, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Phase I Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Funding. Landowner hereby acknowledges that the sole source of funding for the Phase I Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Phase I Project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District.

3. Repayment. The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within forty-five (45) days of receipt of the proceeds of the bonds for the financing of the Phase I Project and upon the request of the Landowner, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Phase I Project within five (5) years of the date of this Agreement, and, thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, or debt service assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's sole discretion.

4. Default. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. Agreement. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. Notices. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Sandridge Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: Sandridge Land Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 33765
Attn: Liam O’Reilly

With a copy to: Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, FL 33764
Attn: Jessica Mahoney

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

10. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the

benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. Controlling Law; Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

13. Effective Date. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. Public Records. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chair, Board of Supervisors

SANDRIDGE LAND DEVELOPERS, LLC

By: _____
_____, its _____

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S PHASE I INFRASTRUCTURE IMPROVEMENT PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, operate, and maintain systems and facilities for certain basic public infrastructure, including roadway, water and sewer utilities, stormwater management and drainage facilities, amenity improvements, landscaping, irrigation and associated neighborhood infrastructure; and

WHEREAS, it is in the District’s best interests to competitively solicit proposals through a Request for Proposals (“RFP”) process for its Phase I infrastructure improvement project (the “Project”); and

WHEREAS, the Board desires to approve in substantial form the RFP notice and Evaluation Criteria for the Project attached hereto as **Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District;

WHEREAS, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

SECTION 3. The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare the RFP; and 2) approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 4th day of November, 2020.

ATTEST:

**SANDRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman/Vice Chairman

Exhibit A: RFP Notice and Evaluation Criteria

Exhibit A

RFP Notice and Evaluation Criteria

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSAL FOR SANDRIDGE PHASE I

Notice is hereby given that the Sandridge Community Development District (“District”) will receive proposals for the following District project:

SANDRIDGE PHASE I

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to construct earthwork, roadway, stormwater, portable distribution system, reuse distribution and sanitary sewer collection system and other associated scopes necessary to complete Neighborhood development, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained beginning November 12, 2020 at 2:00 p.m. from Taylor & White, Inc., (904) 346-0671. Plans may be obtained only as full size (24x36). It is recommended that prospective proposers email orders to D. Glynn Taylor, P.E. (glynn.taylor@taylorandwhite.com) in advance to avoid printing delay and for cost information. Proposers may purchase as many Project Manuals as they would like. No partial Project Manual or plans will be available. The Project Manual will not be available for pickup at the offices of Taylor & White, Inc (9556 Historic Kings Road South, Suite 102, Jacksonville, Florida 32257).

There will be a **pre-bid proposal conference** at the Taylor & White, Inc. at 9556 Historic Kings Road South, Suite 102, Jacksonville, FL 32257, on December 1, 2020 at 10:00 a.m.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.** Any protest of the terms and specifications must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Firms desiring to provide construction services for the referenced project must submit one original and eight copies of the required proposal no later than 5:00 p.m. on December 14, 2020 at the offices of Taylor & White, Inc. The District’s Engineer will conduct a special public meeting at that place and time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Engineer, at Taylor & White, Inc., 9556 Historic Kings Road South, Suite 102, Jacksonville, Florida 32257, or glynn.taylor@taylorandwhite.com. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting Wrathell Hunt & Associates, LLC, the District Manager, at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

As further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, Florida Statutes.

All questions regarding the Project Manual or this project shall be directed in writing only to Taylor & White, Inc., 9556 Historic Kings Road South, Suite 102, Jacksonville, Florida 32257, D. Glynn Taylor, P.E., glynn.taylor@taylorandwhite.com. No phone inquiries please.

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals – Phase I Infrastructure Construction Project
Evaluation Criteria

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer’s Experience.* (20 Points)

(E.g. past record and experience of the respondent with Sandridge CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

9A

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE June 1, 2020
Quotation # M20-1004
Customer ID SCDD

Prepared by: Stephan

Prepared For:

C.O. Daphne Gillyard
Sandridge Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development <i>Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings. The website HTML Code will be WCAG 2.0 AA Compliant. Client will be responsible for providing WCAG 2.0 AA Compliant PDF.</i>	\$975.00
Website maintenance For 1 year Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
Website hosting & Email For 1 year <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
Domain Registration (sandridgecdd.net)	\$35.00
SSL Certificates 1 year	\$69.99
TOTAL	\$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

THANK YOU FOR YOUR BUSINESS!

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

9B

Date: June 1, 2020

Re: Mitigation items for the Sandridge CDD website

This proposal is for the Sandridge CDD website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

Technological Auditing

WCAG Standards

Technological auditing of the agreed upon pages.

Detailed Reports

Accessibility Policy and Compliance Shield

Indication to all website visitors that compliance, accessibility, and usability are a priority.

Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



Scope of Services Performed by ADA Site Compliance:

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

Compliance Shield, Accessibility Policy and 1 Annual Technological Audit

\$210 per website (normally \$549) – Annual Pricing

Sandridge CDD Representative

By: _____

Name: _____

Its: _____

Date: _____

ADA Site Compliance Representative

By: *Scott Trachtenberg*

Name: Scott Trachtenberg

Its: CEO



SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2021-02

A RESOLUTION OF THE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2020/2021 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sandridge Community Development District ("**District**") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in Clay County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity ("**DEO**"), a schedule of its regular meetings.

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

1. **ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District's Board shall be held during Fiscal Year 2020/2021 as provided on the schedule attached hereto as **Exhibit A**.
2. **FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file this Resolution with DEO.
3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF FISCAL YEAR 2020/2021 MEETINGS

The Board of Supervisors ("Board") of the Sandridge Community Development District ("District") will hold meetings for Fiscal Year 2020/2021 at 11:00 a.m., at The Wood Development Company of Jacksonville, 414 Old Hard Road, Suite 502, Fleming Island, Florida 32003, as follows:

November __, 2020
December __, 2020
January __, 2021
February __, 2021
March __, 2021
April __, 2021
May __, 2021
June __, 2021
July __, 2021
August __, 2021
September __, 2021

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least forty-eight (48) hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**District Manager
Sandridge CDD**

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

11

**SANDRIDGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**SANDRIDGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 3,435	\$ -	\$ 3,435
Due from Landowner	20,952	12,605	33,557
Prepaid expense	5,000	-	5,000
Total assets	<u>\$ 29,387</u>	<u>\$ 12,605</u>	<u>\$ 41,992</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 18,459	\$ 12,605	\$ 31,064
Due to Landowner	-	17,855	17,855
Accrued wages payable	2,770	-	2,770
Tax payable	612	-	612
Landowner advance	6,000	-	6,000
Total liabilities	<u>27,841</u>	<u>30,460</u>	<u>58,301</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	18,551	-	18,551
Total deferred inflows of resources	<u>18,551</u>	<u>-</u>	<u>18,551</u>
Fund balances:			
Unassigned	(17,005)	-	(17,005)
Total fund balances	<u>(17,005)</u>	<u>(17,855)</u>	<u>(34,860)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 29,387</u>	<u>\$ 12,605</u>	<u>\$ 41,992</u>

**SANDRIDGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 4,805	\$ 18,370	\$ 37,409	49%
Total revenues	<u>4,805</u>	<u>18,370</u>	<u>37,409</u>	49%
EXPENDITURES				
Professional & administrative				
Supervisors	2,153	4,306	3,000	144%
Management/accounting/recording	2,250	9,000	9,000	100%
Legal	4,900	15,297	10,000	153%
Engineering	615	615	2,000	31%
Telephone	17	67	67	100%
Postage	-	-	500	0%
Printing & binding	42	167	167	100%
Legal advertising	299	4,775	6,500	73%
Annual special district fee	-	-	175	0%
Insurance	836	836	5,500	15%
Contingencies/bank charges	312	312	500	62%
Total professional & administrative	<u>11,424</u>	<u>35,375</u>	<u>37,409</u>	95%
Excess/(deficiency) of revenues over/(under) expenditures	(6,619)	(17,005)	-	
Fund balances - beginning	(10,386)	-	-	
Fund balances - ending	<u><u>\$ (17,005)</u></u>	<u><u>\$ (17,005)</u></u>	<u><u>\$ -</u></u>	

**SANDRIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>7,389</u>	<u>17,855</u>
Total debt service	<u>7,389</u>	<u>17,855</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (7,389)	 (17,855)
 Fund balances - beginning	 <u>(10,466)</u>	 <u>-</u>
Fund balances - ending	<u><u>\$ (17,855)</u></u>	<u><u>\$ (17,855)</u></u>

SANDRIDGE

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT

**MINUTES OF MEETING
SANDRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The Sandridge Community Development District Board of Supervisors held multiple Public Hearings and a Regular Meeting on September 8, 2020, at 11:00 a.m., at The Wood Development Company of Jacksonville, 414 Old Hard Road, Suite 502, Fleming Island, Florida 32003 and remotely, at 1-888-354-0094, Conference ID 2144145.

Present were:

Susie Wood	Chair
Emily Meagher	Vice Chair
Alfred “Darryl” Anderson	Assistant Secretary
Matt Roberts	Assistant Secretary
Liam O’Reilly	Assistant Secretary

Also present, were:

Craig Wrathell	District Manager
Howard McGaffney	Wrathell Hunt and Associates, LLC (WHA)
Jennifer Kilinski	District Counsel
Lauren Gentry	Hopping, Green & Sams, P.A.
D. Glynn Taylor	District Engineer
Sete Zare	MBS Capital Markets
Erik Wilson	Wood Development Co. of Jacksonville

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 11:03 a.m. All Supervisors were present. In consideration of the COVID-19 pandemic, this meeting was advertised to be held in-person and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communication media technology, including virtually and telephonically.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

40 **THIRD ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
41 **2019/2020 Budget**

42
43 **A. Affidavit of Publication**

44 The affidavit of publication was included for informational purposes.

45 **B. Consideration of Resolution 2020-35, Relating to the Annual Appropriations and**
46 **Adopting the Budget for the Remainder of the Fiscal Year Beginning October 1, 2019,**
47 **and Ending September 30, 2020; Authorizing Budget Amendments; and Providing an**
48 **Effective Date**

49 Mr. Wrathell presented the budget for the remainder of Fiscal Year 2020.

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51 **On MOTION by Ms. Wood and seconded by Mr. Anderson, with all in favor, the**
52 **public hearing was opened.**

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No members of the public spoke.

56

57 **On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor, the**
58 **public hearing was closed.**

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Mr. Wrathell presented Resolution 2020-35 and read the title.

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63 **On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor,**
64 **Resolution 2020-35, Relating to the Annual Appropriations and Adopting the**
65 **Budget for the Remainder of the Fiscal Year Beginning October 1, 2019, and**
66 **Ending September 30, 2020; Authorizing Budget Amendments; and Providing**
67 **an Effective Date, was adopted.**

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70 **FOURTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
71 **2020/2021 Budget**

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73 **A. Affidavit of Publication**

74 The affidavit of publication was included for informational purposes.

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76 **B. Consideration of Resolution 2020-36, Relating to the Annual Appropriations and**
 77 **Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending**
 78 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**
 79 **Date**

80 Mr. Wrathell presented the Fiscal Year 2021 budget.

81

82 **On MOTION by Ms. Wood and seconded by Mr. Anderson, with all in favor, the**
 83 **public hearing was opened.**

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85

86 No members of the public spoke.

87

88 **On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor, the**
 89 **public hearing was closed.**

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92 Mr. Wrathell presented Resolution 2020-36 and read the title.

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94 **On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor,**
 95 **Resolution 2020-36, Relating to the Annual Appropriations and Adopting the**
 96 **Budget for the Fiscal Year Beginning October 1, 2020, and Ending September**
 97 **30, 2021; Authorizing Budget Amendments; and Providing an Effective Date,**
 98 **was adopted.**

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101 **FIFTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments
 and Objections to the Adoption of the
 Rules of Procedure, Pursuant to Sections
 120.54 and 190.035, Florida Statutes**

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106 **A. Affidavit of Publication**

107 The affidavit of publication was included for information purposes.

108 **B. Consideration of Resolution 2020-37, Adopting Rules of Procedure; Providing a**
 109 **Severability Clause; and Providing an Effective Date**

110 Mr. Wrathell provided an overview of the Rules of Procedure. Ms. Gentry stated the
 111 Rules are procedural and unchanged since presented at a previous meeting.

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On MOTION by Ms. Wood and seconded by Mr. Anderson, with all in favor, the public hearing was opened.

No members of the public spoke.

On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor, the public hearing was closed.

Mr. Wrathell presented Resolution 2020-37 and read the title.

On MOTION by Mr. Anderson and seconded by Mr. O'Reilly, with all in favor, Resolution 2020-37, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Website Related Proposals

- A. Strange Zone, Inc., Quotation #M20-1004 for District Website Design, Maintenance and Domain**
- B. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit**

This item was deferred.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-38, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date

This item was deferred.

EIGHTH ORDER OF BUSINESS

Ratification of Taylor & White, Inc., Agreement for Professional Engineering Services

152 Mr. Wrathell presented the Agreement with Taylor & White, Inc., for Professional
153 Engineering Services.

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On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor, the Taylor & White, Inc., Agreement for Professional Engineering Services, was ratified.

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160 **NINTH ORDER OF BUSINESS**

Ratification of Taylor & White, Inc., Work Authorization Number 1

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163 Mr. Wrathell presented the Taylor & White, Inc., Work Authorization Number 1.

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On MOTION by Mr. Anderson and seconded by Ms. Wood, with all in favor, the Taylor & White, Inc., Work Authorization Number 1, was ratified.

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169 **TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of July 31, 2020

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172 Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2020. In
173 response to a question regarding the timing of Developer funding, Mr. Wrathell stated that,
174 although there is usually a lag for the initial funding, the Developer does provide the funds.

175

On MOTION by Ms. Wood and seconded by Mr. Anderson, with all in favor, the Unaudited Financial Statements as of July 31, 2020, were accepted.

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180 **ELEVENTH ORDER OF BUSINESS**

Consideration of Minutes

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182 **A. August 11, 2020 Landowners’ Meeting**

183 **B. August 11, 2020 Public Hearings and Regular Meeting**

184 Mr. Wrathell presented the August 11, 2020 Landowners’ Meeting and the August 11,
185 2020 Public Hearings and Regular Meeting Minutes.

186 The following change was made to both sets of minutes:

187 Landowners’ Meeting, Line 14 and throughout: Change “Daryl” to “Darryl”

188 Public Hearing and Regular Meeting, Line 15 and throughout: Change “Daryl” to “Darryl”

189 On MOTION by Ms. Wood and seconded by Mr. Anderson, with all in favor, the
 190 August 11, 2020 Landowners’ Meeting and the August 11, 2020 Public Hearings
 191 and Regular Meeting Minutes, as amended, were approved.

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TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Hopping Green & Sams, P.A.*

Ms. Gentry stated the Bond Validation was successful and the District can proceed with the bond issuance when ready.

B. District Engineer: *Taylor & White, Inc.*

Mr. Taylor stated comments were received from the St. Johns River Water Management District (SJRWMD). The CCUA and Clay County documents would be re-submitted to the regulatory agencies on September 18th.

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

- **NEXT MEETING DATE:** _____, 2020 at ___:___ A.M./P.M.

- **QUORUM CHECK**

The next meeting date was to be determined.

THIRTEENTH ORDER OF BUSINESS

Board Members’ Comments/Requests

There being no Board Members’ comments or requests, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Public Comments

Mr. Wilson asked how much lead time was needed to advertise Special Meetings. Mr. Wrathell stated Management usually needs a 12-day lead time.

FIFTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Ms. Wood and seconded by Mr. Anderson, with all in favor, the meeting adjourned at 11:24 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair