

RUSTIC OAKS

COMMUNITY DEVELOPMENT

DISTRICT

February 16, 2022

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

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

February 9, 2022

Board of Supervisors
Rustic Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Rustic Oaks Community Development District will hold a Special Meeting on February 16, 2022, at 1:30 P.M., at the Comfort Suites Sarasota - Siesta Key, 5690 Honore Avenue, Sarasota, Florida, 34233. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Matt O'Brien, Seat 5
4. Consider Appointment of John Kakridas to Fill Unexpired Term of Seat 5, Term Expires November 2022
 - A. Administration of Oath of Office to Newly Appointed Supervisor *(the following to be provided in a separate package)*
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-09, Designating Certain Officers of the District, and Providing for an Effective Date
5. Consideration of Resolution 2022-10, Approving the Execution of All Documents, Instruments, and Certificates in Connection with the District's Series 2022 Capital Improvement Revenue Bonds; Setting Forth the Final Terms of the Special Assessments Which Secure the Series 2022 Capital Improvement Revenue Bonds; Adopting the

ATTENDEES:

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

Supplemental Engineer’s Report; Adopting the Final Supplemental Special Assessment Methodology Report; and Providing for Severability, Conflicts and an Effective Date

6. Consideration of Any Pending Bond Related Matters
7. Consideration of Clearview Land Design, P.L., Response to Request for Qualifications (RFQ) for Engineering Services
 - A. Competitive Selection Criteria/ Ranking
 - B. Award of Contract
8. Ratification Items
 - A. Assignment and Assumption of Bridge Construction Agreement
 - B. Assignment and Assumption of the Onsite Ph. 1, 2 North and South Construction Agreement
 - C. Assignment and Assumption of the Rustic Roads (Offsite/CDD) Construction Agreement
9. Consideration of Resolution 2022-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
10. Consideration of Resolution 2022-08, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
11. Acceptance of Unaudited Financial Statements as December 31, 2021
12. Approval of January 19, 2022 Special Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer (Interim): *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 21, 2022 at 1:30 P.M.

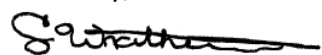
- QUORUM CHECK

GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHRIS TORRES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
JESSICA RESCHKE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
JERRY TOMBERLIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
JOHN KAKRIDAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

3

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Rustic Oaks Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Matt O'Brien
 Printed Name

Date: 02.14.2022
 Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Rustic Oaks Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [] personally presented at a duly noticed meeting of the Board of Supervisors, [] scanned and electronically transmitted to gillyardd@whhassociates.com or [] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

4A

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me before me by means of physical presence or online notarization on this ___ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Rustic Oaks Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

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

MAILING ADDRESS: Home Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ Craig Wrathell _____ is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ Kristen Suit _____ is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of February, 2022.

ATTEST:

**RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE DISTRICT'S SERIES 2022 CAPITAL IMPROVEMENT REVENUE BONDS; SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2022 CAPITAL IMPROVEMENT REVENUE BONDS; ADOPTING THE SUPPLEMENTAL ENGINEER'S REPORT; ADOPTING THE FINAL SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Rustic Oaks Community Development District (the "**District**") previously indicated its intention to construct and/or acquire public improvements (the "**2022 Project**") as described in the Master Engineer's Report dated July 28, 2021, as amended (the "**Engineer's Report**");

WHEREAS, the Board of Supervisors of the District (the "**Board**") issued its \$17,230,000 Capital Improvement Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**") to finance a portion of the 2022 Project;

WHEREAS, the District desires to approve and confirm the execution of all documents, instruments and certificates in connection with the Series 2022 Bonds, which are on file with the District Manager, (the "**Bond Documents**") and to confirm the issuance of the Series 2022 Bonds;

WHEREAS, the Series 2022 Bonds will be repaid by special assessments on the benefited property within the District;

WHEREAS, the District previously levied master special assessments in accordance with the terms outlined in the Master Special Assessment Methodology Report dated July 15, 2021, adopted pursuant to Resolution No. 2021-31 (the "**Assessment Resolution**"), equalizing, approving, confirming and levying special assessments on certain property within the District, which resolution is still in full force and effect;

WHEREAS, now that the final terms of the Series 2022 Bonds have been established, it is necessary to approve the Final Supplemental Special Assessment Methodology Report dated January 27, 2022 (the "**Supplemental Assessment Report**"), and attached hereto as **Exhibit A**; and the Master Engineer's Report dated July 28, 2021, as amended (the "**Supplemental Engineer's Report**") attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Authority for this resolution.** This Resolution is adopted pursuant to Chapters 170, 190, and 197 Florida Statutes.
2. **Findings.** The Board hereby finds and determines as follows:
 - a. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
 - b. The Supplemental Engineer's Report is hereby approved and ratified.
 - c. The 2022 Project will serve a proper, essential, and valid public purpose.

- d. The 2022 Project will specially benefit the developable acreage located within the District as set forth in the Engineer’s Report. It is reasonable, proper, just and right to assess the portion of the costs of the 2022 Project to be financed with the Series 2022 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution, and this Resolution.
 - e. The Series 2022 Bonds will finance the construction and acquisition of a portion of the 2022 Project.
 - f. The Supplemental Assessment Report is hereby approved and ratified.
3. **Ratification of the Execution of the Bond Documents.** The execution of the Bond Documents by the officials of the District are hereby ratified and confirmed.
 4. **Assessment Lien for the Series 2022 Bonds.** The special assessments for the Series 2022 Bonds shall be allocated in accordance with the Supplemental Assessment Report.
 5. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
 6. **Conflicts.** This Resolution is intended to supplement the Assessment Resolution, which remain in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
 7. **Effective Date.** This Resolution shall become effective upon its adoption.

Approved and adopted this 16th day of February, 2022.

Attest:

**Rustic Oaks Community
Development District**

Name: _____
Secretary / Assistant Secretary

Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A – Final Supplemental Special Assessment Methodology Report dated January 27, 2022
Exhibit B – Master Engineer’s Report dated July 28, 2021

Exhibit A
Final Supplemental Special Assessment Methodology Report dated January 27, 2022

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Final Supplemental Special Assessment
Methodology Report

January 27, 2022



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Final Supplemental Special Assessment Methodology Report (the "Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated July 15, 2021 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Rustic Oaks Community Development District (the "District"), located in the City of Venice, Sarasota County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District.

1.2 Scope of the Supplemental Report

This Supplemental Report presents projections for financing a portion of the District's public infrastructure improvements (the "Project") as described in the Master Engineer's Report of Clearview Land Design, P.L. (the "District Engineer") dated July 28, 2021 (the "Engineer's 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 funding of a portion of the Project.

1.3 Special Benefits and General Benefits

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

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

distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Project will provide infrastructure and improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Project. Even though the exact value of the benefits provided by the 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 Supplemental Report

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

Section Three provides a summary of the Project as determined by the District Engineer.

Section Four discusses the current financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Rustic Oaks development (the "Development" or "Rustic Oaks"), a master planned, residential development located in the City of Venice, Sarasota County, Florida. The land within the District covers approximately 302.796 +/- acres. The District consists of two parcels, the "South Parcel" and the "North Parcel", generally located at the intersection of Rustic & Ranch Road, east of I-75, with the South Parcel located on the south side of Rustic Road, east of Cow Pen Slough and The North Parcel located east of I-75 and west of Cow Pen Slough.

2.2 The Development Program

AG EHC II (MTH) Multi State 1, LLC, a Delaware limited liability company (the "Landowner"), owns all of the land in the District. The Landowner has entered into a Construction Agreement with Meritage

Homes of Florida, Inc., a Florida corporation (the "Development Manager"), to manage the development of the District Lands. Based upon the information provided by the Development Manager, the current development plan for the District envisions a total of 696 residential units, with approximately 400 residential units projected to be developed in the South Parcel and 296 residential units projected to be developed in the North Parcel, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The Project

3.1 Overview

The public infrastructure costs to be funded in part by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Project

The Project needed to serve the Development is projected to consist of stormwater & drainage, roadways, utilities, hardscaping, landscaping & irrigation, and amenities, all specific to and serving either the South Parcel (the "South Parcel Improvements" or the North Parcel (the "North Parcel Improvements"). The Project also includes additional master improvements including roadway improvements to Rustic & Ranch Road, improvements to Cow Pen Bridge, and off-site utility extensions, which are designed to serve all lands in the District (the "Master Improvements"). All improvements are set forth in more detail in the Engineer's Report.

All of the infrastructure included in the South Parcel Improvements, North Parcel Improvements, and the Master Improvements will separately comprise an interrelated system of improvements, which means that all of the improvements will serve either the South Parcel (South Parcel Improvements), the North Parcel (North Parcel Improvements), or the entire District (Master Improvements), and all improvements will be interrelated such that improvements specific to either the South Parcel or North Parcel will reinforce one another, with the Master Improvements reinforcing both the South Parcel and the North Parcel. At the time of this writing, the total costs of the Project are estimated at \$39,263,400. Please note that the District

intends to fund a total of approximately \$15,987,998.13 in public infrastructure improvements, while the balance of the costs of the project is anticipated to be contributed to the District at no cost by the Landowner. Table 2 in the *Appendix* illustrates the specific components of the Project 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 Landowner 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 Landowner or construct it, or even partly acquire it and partly construct it.

As the Capital Improvement Revenue Bonds, Series 2022 (the "Bonds") are expected to finance only a portion of the costs of the Project in the total amount of \$15,987,998.13, the District expects that the Landowner will fund or contribute to the District infrastructure preliminarily valued at \$23,275,401.87.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the principal amount of \$17,230,000 with various maturities to finance a portion of the Project costs at \$15,987,998.13. The Bonds are structured to be amortized in 30 annual installments. Interest payments on the Bonds will be made every May 1 and November 1, and principal payments on the Bonds will be made every May 1.

In order to finance a portion of the improvement costs, the District will need to borrow more funds and incur indebtedness in the total amount of \$17,230,000. The difference is comprised of a bond premium, debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Final 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 a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing a portion of the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Project. All properties that receive special benefits from the Project will be assessed for their fair share of the debt issued in order to finance a portion of the Project.

5.2 Benefit Allocation

The most current development plan for the District envisions the development of a total of 696 residential units, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in either component of the Project that is the South Parcel Improvements, the North Parcel Improvements, and the Master Improvements will separately comprise an interrelated system of improvements, which means that all of the improvements will serve either the South Parcel, the North Parcel, or the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within either the South Parcel, the North Parcel, or the entire District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within either the South Parcel, the North Parcel, or the entire District and benefit all land within either the South Parcel, the North Parcel, or the entire District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Project 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 Supplemental Report proposes to allocate the benefit associated with the Project to the different product 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 product 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 product type, and the share of the benefit received by each product type.

This Supplemental Report adopts the same ERU categories as set forth in the Master Report. The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Project less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products 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 from the District's public infrastructure improvements that are part of the Project.

In order to facilitate the marketing of the residential units representing various product types within District, the Landowner requested that the District not sell bonds to fund the entire Project and instead limit the amount of annual assessments for debt service on the Bonds to certain maximum levels. To that end, Table 5 in the *Appendix* illustrates the final estimated costs of the Project that are projected to be financed with proceeds of the Bonds, and the approximate

costs of the Project to be contributed by the Landowner. The portion of the Project preliminarily projected to not be funded by the Bonds is expected to be funded by the Landowner pursuant to a completion agreement. Similar to the presentation illustrated in Table 4, Table 5 in the *Appendix* also presents the derivation of the amounts funded with proceeds of the Bonds as well as the amounts contributed by the Landowner. Please note that the Project cost allocation for the South Parcel is based on the benefit received from both the South Parcel Improvements based on ERU benefit/analysis, and its appropriate share of the Master Improvements, while the Project cost allocation for the North Parcel is based on the benefit received from both the North Parcel Improvements based on ERU benefit/analysis, and its appropriate share of the Master Improvements as presented in Tables 5 and 6 in the Master Report.

Table 6 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the “Bond Assessment”) to the Single-Family residential units contemplated to be developed within the District in accordance with the ERU benefit allocation method presented in Table 4. Table 6 also presents the annual levels of the annual Bond Assessment debt service per unit.

No Bond Assessment is allocated herein to the private amenities or other common areas planned for the development. Such amenities and common areas will be owned and operated by the District or master homeowners’ association for the benefit of the entire District, will be available for use by all of the residents of the District, and are considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all platted lots in the District. As such, no Bond Assessment will be assigned to the amenities and common areas.

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 Assessment will initially be levied on all of the land in the District on a pro-rata gross acre basis between the South Parcel and North Parcel. Thus, the total bonded debt attributable to the South Parcel in the amount of \$10,022,574.20 will be preliminarily levied on approximately 170.977 +/- gross acres at a rate of \$58,619.43 per gross acre. Similarly, the total bonded debt attributable to the North Parcel in the amount of \$7,207,425.80 will be preliminarily levied on approximately 131.819 +/- gross acres at a rate of \$54,676.68 per gross acre.

When the land is platted, the Bond Assessment 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 6 in the *Appendix*. Such allocation of Bond Assessment from unplatted gross acres to platted parcels will reduce the amount of Bond Assessment levied on unplatted gross acres within the District.

In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Landowner, the Bond Assessment will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Landowner 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 Supplemental Report. The owner of the Transferred Property will be responsible for the total Bond Assessment 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 Assessment 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 acre until platting).

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;
- d. increased marketability and value of the property; and
- e. increased future appreciation.

The improvements which are part of the Project make the land in the District developable and saleable and when implemented jointly as parts of the Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

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 Project.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of Bond 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 Landowner and Development Manager prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. Please note that in addition to the parameters set forth herein, any true-up consideration will also involve verification that after such true-up payment assessment levels do not exceed the maximum assessment levels established in this Supplemental Report.

This mechanism is to be utilized to ensure that the Bond Assessment on a per ERU basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology. Bond Assessment per ERU preliminarily equals \$21,530.77 in the South Parcel (\$10,022,574.20 in Bond Assessment divided by 465.50

ERUs in the South Parcel) and \$21,530.77 in the North Parcel (\$7,207,425.80 in Bond Assessment divided by 334.75 ERUs in the North Parcel) 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 and type of units of particular product type within each and every parcel as signified by the number of ERUs.

As the land in the District is platted, the Bond Assessment is assigned to platted parcels based on the figures in Table 6 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per ERU for developable land that remains unplatted remains equal to \$21,530.77 in the South Parcel and \$21,530.77 in the North Parcel, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessment to the platted parcels the Bond Assessment per ERU for developable land that remains unplatted equals less than \$21,530.77 in the South Parcel and less than \$21,530.77 in the North Parcel, (for instance as a result of a larger number of units) then the per ERU Bond Assessment for all parcels within the South Parcel or all parcels in the North Parcel will be lowered if that state persists at the conclusion of platting of all land within the respective parcel.

If, in contrast, as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per ERU for developable land that remains unplatted equals more than \$21,530.77 in the South Parcel and \$21,530.77 in the North Parcel¹, (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted developable lands – in the District’s sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessment plus applicable accrued interest (to the extent described below in this Section) will be collected from the owner(s) of the property which platting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Landowner, which will be binding on assignees.

¹ For example, if the first platting includes 100 Single-Family 40’x130’ lots in the South Parcel, which equates to a total allocation of \$2,153,077.16 in Bond Assessment, then the remaining unplatted land would be required to absorb 38 Single-Family 40’x130’ lots, and 262 Single-Family 50’x130’ lots or \$7,869,497.03 in Bond Assessment. If the remaining unplatted developable land would only be able to absorb 37 Single-Family 40’x130’ lots, and 262 Single-Family 50’x130’ lots, or \$7,847,966.26 in Bond Assessment, then a true-up, payable by the owner of the unplatted land, would be due in the amount of \$21,530.77 in Bond Assessment plus applicable accrued interest to the extent described in this Section.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption of the Bonds a true-up payment equal to the difference between the actual Bond Assessment per ERU and \$21,530.77 in the South Parcel and \$21,530.77 in the North Parcel, multiplied by the actual number of ERUs 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 Assessment).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessment per ERU for land that remains unplatted within the District remains equal to \$21,530.77 in the South Parcel and \$21,530.77 in the North Parcel. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

5.7 Final Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessment of \$10,022,574.20 for the South Parcel and \$7,207,425.80 for the North Parcel is proposed to be levied uniformly over the area described in Exhibit "A". The 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 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual

information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Rustic Oaks Community Development District

Development Plan

Product Type	Number of Units
South Parcel	
40'x130'	138
50'x130'	262
	400
North Parcel	
40'x130'	141
50'x130'	155
	296
Total	696

Table 2

Rustic Oaks Community Development District

Project Costs

Improvement	Master Improvements	South Parcel Improvements	North Parcel Improvements	Total Costs
Stormwater & Drainage		\$4,500,000.00	\$4,300,000.00	\$8,800,000.00
Rustic & Ranch Road Improvements	\$3,500,000.00			\$3,500,000.00
Roadways		\$2,000,000.00	\$1,500,000.00	\$3,500,000.00
Cow Pen Bridge Replacement	\$2,000,000.00			\$2,000,000.00
Utilities (Water & Sewer)		\$3,200,000.00	\$3,000,000.00	\$6,200,000.00
Off-Site Utility Extensions	\$2,500,000.00			\$2,500,000.00
Hardscape/Landscape/Irrigation		\$1,300,000.00	\$1,500,000.00	\$2,800,000.00
Amenities		\$1,250,000.00	\$2,500,000.00	\$3,750,000.00
Professional Services	\$2,644,000.00			\$2,644,000.00
Contingency (10%)	\$3,569,400.00			\$3,569,400.00
Total	\$14,213,400.00	\$12,250,000.00	\$12,800,000.00	\$39,263,400.00

Table 3

Rustic Oaks

Community Development District

Final Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$17,230,000.00
Premium	\$240,481.70
Total Sources	\$17,470,481.70

Uses

Project Fund Deposits:	
Project Fund	\$15,987,998.13
Other Fund Deposits:	
Debt Service Reserve Fund	\$480,143.13
Capitalized Interest Fund	\$450,810.44
Delivery Date Expenses:	
Costs of Issuance	\$206,930.00
Underwriter's Discount	\$344,600.00
Total Uses	\$17,470,481.70

Table 4

Rustic Oaks

Community Development District

Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
40'x130'	279	1.00	279.00
50'x130'	417	1.25	521.25
Total	696		800.25

Parcel Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
South Parcel			
40'x130'	138	1.00	138.00
50'x130'	262	1.25	327.50
	400		465.50
North Parcel			
40'x130'	141	1.00	141.00
50'x130'	155	1.25	193.75
	296		334.75

Table 5

Rustic Oaks

Community Development District

Project Costs Allocation

Product Type	Number of Units	Project Cost Allocation	Project Costs Contributed by Developer	Project Costs Financed with Bonds
<u>South Parcel Improvements</u>				
40'x130'	138	\$6,082,624.50	\$3,325,556.40	\$2,757,068.09
50'x130'	262	\$14,435,213.93	\$7,892,171.90	\$6,543,042.03
	400	\$20,517,838.43	\$11,217,728.30	\$9,300,110.13
<u>North Parcel Improvements</u>				
40'x130'	141	\$7,895,815.33	\$5,078,810.97	\$2,817,004.36
50'x130'	155	\$10,849,746.24	\$6,978,862.60	\$3,870,883.65
	296	\$18,745,561.57	\$12,057,673.57	\$6,687,888.00
Total		\$39,263,400.00	\$23,275,401.87	\$15,987,998.13

Table 6

Rustic Oaks

Community Development District

Bond Assessment Apportionment

Product Type	Number of Units	Project Costs Financed with Bonds	Bond Assessment Apportionment	Bond Assessment Apportionment Per Unit	Annual Bond Assessments Debt Service per Unit*
<u>South Parcel Improvements</u>					
40'x130'	138	\$2,757,068.09	\$2,971,246.49	\$21,530.77	\$1,290.30
50'x130'	262	\$6,543,042.03	\$7,051,327.71	\$26,913.46	\$1,612.88
	400	\$9,300,110.13	\$10,022,574.20		
<u>North Parcel Improvements</u>					
40'x130'	141	\$2,817,004.36	\$3,035,838.80	\$21,530.77	\$1,290.30
50'x130'	155	\$3,870,883.65	\$4,171,587.00	\$26,913.46	\$1,612.88
		\$6,687,888.00	\$7,207,425.80		
Total		\$15,987,998.13	\$17,230,000.00		

* Includes county cost of collection at 3% (subject to change) plus early payment discount allowance at 4% (subject to change.)

Exhibit "A"

Bond Assessment in the amount of \$10,022,574.20 is proposed to be levied over the area as described below designating the boundary of the South Parcel of the District:

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the POINT OF BEGINNING.

Containing 170.977 acres, more or less.

Bond Assessment in the amount of \$7,207,425.80 is proposed to be levied over the area as described below designating the boundary of the North Parcel of the District:

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the POINT OF BEGINNING; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E.,

24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the POINT OF BEGINNING.

Containing 131.819 acres, more or less.

Exhibit B
Master Engineer's Report dated July 28, 2021

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

CLEARVIEW LAND DESIGN, P.L.
3010 W. AZEELE STREET, SUITE 150
TAMPA, FL 33609

JULY 28th, 2021

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan (“CIP”) and estimated costs of the CIP, for the Rustic Oaks Community Development District (“District”).

2. GENERAL SITE DESCRIPTION

The District is located wholly within the City of Venice (“City”) limits. Which is located within Sarasota County, Florida (“County”). The residential parcels were annexed into the City. The Rustic & Ranch Rd. improvements are within the County’s jurisdiction. The District covers approximately 302.796± acres of land, more or less. **Exhibit A** depicts the boundaries of the District. The District consists of two parcels, generally located at the intersection of Rustic & Ranch Road, east of I-75. The South Parcel is located on the South side of Rustic Rd, east of Cow Pen Slough. The North Parcel is located east of I-75 and west of Cow Pen Slough.

The District will have public access via Rustic and Ranch Roads, connected to Honore Avenue (west) and Knights Trail Road (east). The North Parcel entrance will be located right at the intersection of Ranch & Rustic Road. The South Parcel entrance will be located off Rustic Road. The District will be served by City utilities via Rustic Road with a 12” City water main and 6” City force main.

3. CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 696 residential units, more or less. The CIP is intended to be developed in multiple phases over a three-year period from 2021 through 2023, more or less.

The following table shows the planned product types and land uses for the District:

PRODCT TABLE (1)

	40’x130’	50’x130’	Total (2)
South Parcel	138	262	400
North Parcel	141	155	296
Combined Totals	279	417	696

Note: 1. The Proposed Site Plan is preliminary and subject to change during final site planning, engineering design & permitting.
2. Planned unit count subject to change via final approval from the City.

The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count, by type, for the District.

The CIP infrastructure includes:

Roadway Improvements:

- **Rustic Road Improvements (Paving of dirt road):**
The CIP includes the proposed road construction of Rustic Road from Cow Pen Slough Bridge to Knights Trail Road. The proposed road construction includes grading transition along with roadside drainage swales. This portion also includes a gravity wall with handrail and the construction of a guard rail. The District will fund, construct and/or acquire these improvements. The County will ultimately own & maintain this segment of Rustic Road.
- **Ranch Road Improvements (Paving of dirt road):**
The CIP includes the proposed road construction of Ranch Road for approximately 3206± LF, beginning near the Ranch Road & Honore Ave intersection and extending construction up to the Cow Pen Slough Bridge. The proposed road construction includes shoulder transition grading as well as a 5' wide sidewalk and 6' wide wooden boardwalk to the project entrance. The District will fund, construct and/or acquire these improvements. The County will ultimately own & maintain this segment of Ranch Road.
- **Cow Pen Bridge Replacement:**
The CIP includes the replacement of the existing bridge crossing the Cow Pen Slough drainage canal. The bridge is located on Rustic Road near the intersection of Ranch & Rustic Road. The District will fund, construct and/or acquire these improvements. The County will ultimately own & maintain the bridge and this segment of Rustic Road.
- **Local Subdivision Roads:**
The CIP includes local subdivision roads within the District. Generally, all local roads will be 2 lane undivided roads. Such local roads shall include the roadway asphalt, base, subgrade, underdrain, roadway curb and gutter, striping and signage, and sidewalks within the right-of-way abutting non-lot lands. All local roads will be designed in accordance with City standards. The District will fund, construct and/or acquire these improvements. After construction/acquisition, the District will own and maintain all local subdivision roads. If gates are installed, the gates will be non-restrictive 'soft gates' allowing public access. If gates are installed, the District will fund, construct and/or acquire these improvements.

Stormwater Management System:

The stormwater management system is a combination of roadway curbs, curb inlets, stormwater pipe, stormwater ponds, control structures and floodplain mitigation ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges into Salt Creek on the eastern side, Cow Pen Slough in the middle, and Fox Creek on the western side. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District, and the City, for stormwater/floodplain management systems. The District will finance, own, operate and/or maintain the stormwater

system. The Developer may elect to construct these stormwater improvements with reimbursement from the District.

NOTE: The District will not fund any residential lot grading. Lot grading is not including in the CIP.

Utilities:

As part of the CIP, the District intends to construct and/or acquire water and sewer infrastructure necessary to serve the District.

- **Off-Site Water & Sewer Extensions:**
 - **Sewer:** The CIP includes an off-site force main in Rustic Road & Knights Trail Road to serve the District. The CIP may require pump station upgrades to existing pump stations.
 - **Water:** The City intends to build a new 16" water main in Knights Trail Road from Triple Diamond Boulevard to Gene Green Road. The District will connect to the new City 16" water main at Gene Greene and install a new 12" water main Knights Trail Road from Gene Greene to serve the District. In the event the City delays construction from Triple Diamond to Gene Greene Road, the District may elect to install the new 16" water main in Knights Trail Road from Triple Diamond to Gene Green Road.

- **Subdivision Water & Sewer:**
 - **Sewer:** Sewer improvements for the project will include an onsite gravity sewer collection system and two on-site pump stations. The on-site force mains for the two pump stations will connect to the new force main in Rustic Road.
 - **Water:** The on-site water distribution includes water mains that will be located within rights-of-way and used for potable water service and fire protection. Two water main connections will be made along Rustic Road for the South Portion of the project. The North Parcel will connect to a new water main along Ranch Road. The on-site water distribution to include Booster Pumps if required by the City.

The water distribution and sewer collection systems for all phases may be funded, constructed and/or acquired by the District and then dedicated to the City for operation and maintenance.

Hardscape, Landscape, and Irrigation:

The District will construct, install and/or acquire landscaping, irrigation, and hardscaping elements within the District common areas and rights-of-way. The irrigation system will consist of underground piping, valves, controllers, spray heads, rotors, and various irrigation elements. Moreover, hardscaping elements will consist of entry features, community signage, mail kiosks, project signage, walls, fences, docks, pavers, and various hardscape elements throughout the District.

The City has distinct design criteria requirements for landscape and irrigation design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the minimum requirements with enhancements for the benefit of the community.

Active Amenities & Passive Amenities:

The District will include a combination of active recreational amenities and passive recreational amenities.

Active Recreational Amenities: Active recreational amenities include pools, clubhouses, fitness centers, etc. In general, active recreational amenities will be owned & maintained by the District. The Developer may elect for the District to construct and/or acquire active amenities as necessary to serve the project and benefit the residents.

Passive Recreational Amenities: Passive recreational amenities include nature parks, open play areas, scattered neighborhood parks, etc. In general, the District will fund, construct and/or acquire passive recreation areas within the District.

Environmental Conservation/Mitigation:

There are 0.229 Ac. of Wetland (WL 1) and 3.141 Ac. of Other Surface Water (OSW) impacts associated with the proper construction of the District's South parcel infrastructure.

For the North Parcel there is an additional 8.274 Ac. of Other Surface Water (OSW) impacts (agricultural ditches and ponds). Based on the conditions of these wetlands, no mitigation is proposed for both the southern and northern parcel's impacts. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Street Lights and Undergrounding of Electrical Utility Lines:

The District intends to lease street lights through an agreement with Florida Power & Light Company ("FP&L") in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within rights-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by FP&L and not paid for by the District as part of the CIP.

Professional Services:

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements:

The CIP includes off-site roadway and utility construction necessary to serve the District. These improvements include the construction of a water and force mains along Rustic Road and Knights Trail Road. Also included, are the off-site roadway improvements along Ranch & Rustic Roads. Please refer to the previous "Roadway Improvements" & "Utilities" sections. The District may fund or finance the relocation of existing soft utilities as required to complete the off-site improvements to serve the District.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District. All of the foregoing improvements are required by applicable development approvals.

Ownership & Maintenance:

The table, aka **Exhibit C**, shows who will finance, own and operate the various improvements of the CIP:

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained, are currently under review, or will be obtained by the respective governmental authorities, and include the following:

PERMIT TABLE

Permit (Agency)	Status
Master Permits & Entitlements	
Annexation (City of Venice)	Approved
PUD (City of Venice)	Approved
Zoning Determinations (2) ((City of Venice)	Approved
Wetland JD (ACOE)	Approved
Wetland JD (SWFWMD)	Approved
Off-site Roadway Improvements (Rustic & Ranch Road)	
Rustic & Ranch Road R/W Variance (Sarasota County)	Approved
Rustic & Ranch Rd Improvements 30/60/90 (Sarasota County)	Submitted - In Review
Cow Bridge Replacement 30/60/90 (Sarasota County)	Submitted - In Review
Salt Creek Wetland Impact ERP (SWFWMD)	Submitted – In Review
Cow Pen Bridge Replacement ERP (SWFWMD)	Submitted – In Review
FDOT Pond ERP (SWFWMD)	Submitted – In Review
Rustic & Ranch Road “Dusty Roads” Exemption (SWFWMD)	Submitted – In Review
Salt Creek Wetland Impact (FDEP)	Submitted – In Review
Cow Pen Bridge Replacement (ACOE)	Submitted – In Review
1-75 Underpass (ACOE) – No Permit Required Letter	Approved
Off-site Utility Extensions	
Utility Plan Approval 30/60/90 (Venice Utilities)	Submitted – In Review
FDEP General Permit (SWFWMD/FDEP)	Submitted – In Review
Water & Wastewater General Permits (FDEP)	Obtain Immediately Before Construction
South SF Parcel	
Preliminary Plat (City of Venice)	Submitted – In Review
Construction Plans (City of Venice)	Submitted – In Review
ERP (SWFWMD)	Submitted – In Review
Utility Plan Approval (Venice Utilities)	Submitted – In Review
Water & Wastewater General Permits (FDEP)	Obtain Immediately Before Construction
North SF Parcel	
Preliminary Plat (City of Venice)	Submitted – In Review
Construction Plans (City of Venice)	Submit in July
ERP (SWFWMD)	Submitted – In Review
Utility Plan Approval (Venice Utilities)	Submit in July
Water & Wastewater General Permits (FDEP)	Obtain Immediately Before Construction

Notes:

1. Builder is responsible for Amenity, Hardscape & Gate Permits
2. FDEP Water & Wastewater Permits to be obtained by the builder right before starting construction.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table shown in **Exhibit D**, represents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Exhibit D are reasonable and consistent with market pricing, both for the CIP.

The CIP outlines District improvements. These improvements fall into three major categories:

1. Master Improvements (i.e. Rustic & Ranch Road, Cow Pen Bridge, Utility Extensions, etc.)
2. Improvements Specific to North Parcel
3. Improvements Specific to South Parcel

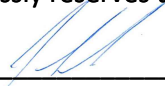
6. CONCLUSION

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in west Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 696 residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Jordan A. Schrader, P.E.
FL License No. 74798

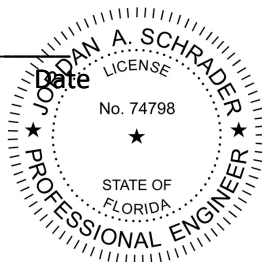


EXHIBIT A

**RUSTIC OAKS CDD
METES & BOUNDS DESCRIPTION & MAP**

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

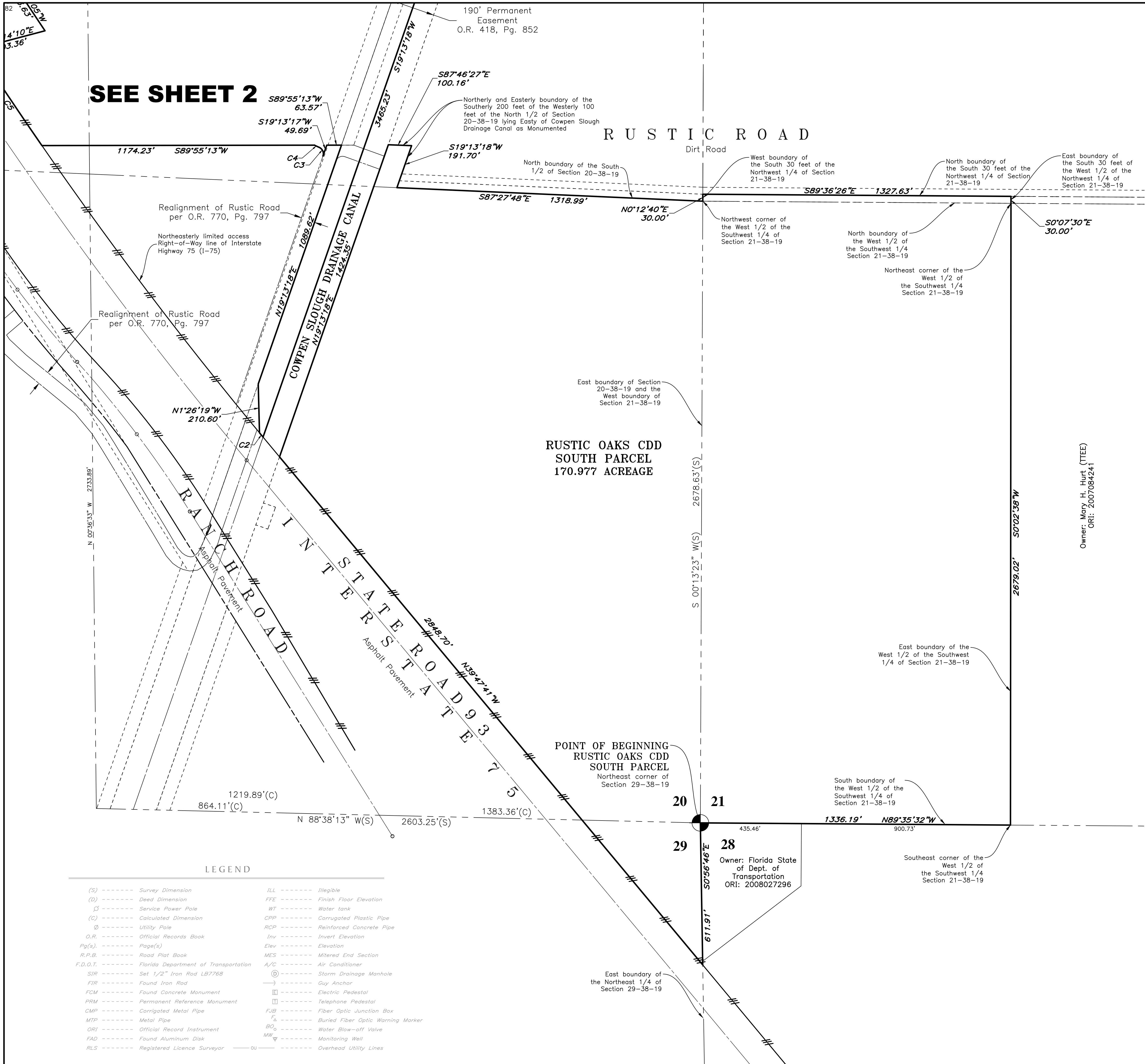
RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet: thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.



RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeastery Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeastery Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.36°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet to a point of cusp; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20, thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeastery limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

SURVEYOR'S NOTES:

1.

This Sketch Prepared For: RUSTIC ROAD PARTNERS, LLC		REVISIONS		DESCRIPTION SKETCH		SHEET NO. 1 OF 2	
Description	Date	Dwn.	Chk'd	Order No.	(Not a Survey)	Clearview Land Design, P.L.L.C.	
						Certificate of Authorization No. 28858 Licensed Business No. 8151	
				 Paul A. Dolcemascolo FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS3881		 LANDSCAPE ARCHITECTURE www.clearviewland.com	
				Drawn: PAD Checked: AS Order No.: JEN-RU-013 Date: 2-17-2021 Dwg: RUSTIC CDD Sections: 20, 21 and 29, Township 38 South, Range 19 East		NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

RUSTIC ROAD

Dirt Road

Owner: Mc Cann East LP
ORI: 2005083146

POINT OF COMMENCEMENT
Northeast corner of Section 20,
Township 38 South, Range 19 East

POINT OF BEGINNING
RUSTIC OAKS CDD
NORTH PARCEL

Owner: Mc Cann
ORI: 200508

RUSTIC OAKS CDD
NORTH PARCEL
131.819 ACREAGE

Owner: Sarasota County
OR. 1742 Pg. 0481

RUSTIC OAKS CDD
SOUTH PARCEL
170.977 ACREAGE

L1	S 58°29'06" E	13.77'
L2	S 85°20'56" E	16.86'
L3	N 24°00'29" E	24.84'
L4	N 02°14'26" W	23.12'
L5	N 33°37'06" E	24.04'
L6	S 85°35'59" E	28.42'
L7	N 25°13'10" E	34.71'
L8	N 14°43'07" W	33.21'
L9	N 60°57'05" W	44.57'

C1	716.78'	36°40'00"	458.71'	450.92'	S 37°33'18" W
C2	17975.42'	0°04'37"	24.17'	24.17'	N 39°39'22" W
C3	30.00'	86°57'07"	45.53'	41.28'	N 24°15'17" W
C4	230.00'	5°25'52"	21.80'	21.79'	N 65°00'54" W
C5	17975.40'	1°36'05"	502.45'	502.43'	N 33°52'00" W
C6	16231.54'	2°48'13"	794.26'	794.18'	N 30°40'51" W

LEGEND

- (S) ----- Survey Dimension
- (D) ----- Deed Dimension
- ⊕ ----- Service Power Pole
- (C) ----- Calculated Dimension
- ⊙ ----- Utility Pole
- O.R. ----- Official Records Book
- Pg(s) ----- Page(s)
- R.P.B. ----- Road Plat Book
- F.D.O.T. ----- Florida Department of Transportation
- SIR ----- Set 1/2" Iron Rod LB7768
- FIR ----- Found Iron Rod
- FCM ----- Found Concrete Monument
- PRM ----- Permanent Reference Monument
- CMP ----- Corrugated Metal Pipe
- MTP ----- Metal Pipe
- ORI ----- Official Record Instrument
- FAD ----- Found Aluminum Disk
- RLS ----- Registered Licence Surveyor
- ILL ----- Illegible
- FFE ----- Finish Floor Elevation
- WT ----- Water tank
- CP ----- Corrugated Plastic Pipe
- RCP ----- Reinforced Concrete Pipe
- Inv ----- Invert Elevation
- Elev ----- Elevation
- MES ----- Mitered End Section
- A/C ----- Air Conditioner
- ⊕ ----- Storm Drainage Manhole
- ⊙ ----- Guy Anchor
- ⊕ ----- Electric Pedestal
- ⊕ ----- Telephone Pedestal
- FJB ----- Fiber Optic Junction Box
- ⊕ ----- Buried Fiber Optic Warning Marker
- ⊕ ----- Water Blow-off Valve
- MW ----- Monitoring Well
- OU ----- Overhead Utility Lines

SURVEYOR'S NOTES:

1.

SEE SHEET 1

East boundary of Section 20-38-19 and the West boundary of Section 21-38-19

This Sketch Prepared For: RUSTIC ROAD PARTNERS, LLC

REVISIONS	DESCRIPTION

DATE: 2-17-2021 | Dwg: RUSTIC CDD

Paul A. Dolcemascolo
FLORIDA PROFESSIONAL SURVEYOR & MAPPER No. LS3881

Clearview Land Design, P.L.L.C.
Certificate of Authorization No. 28858
Licensed Business No. 8151

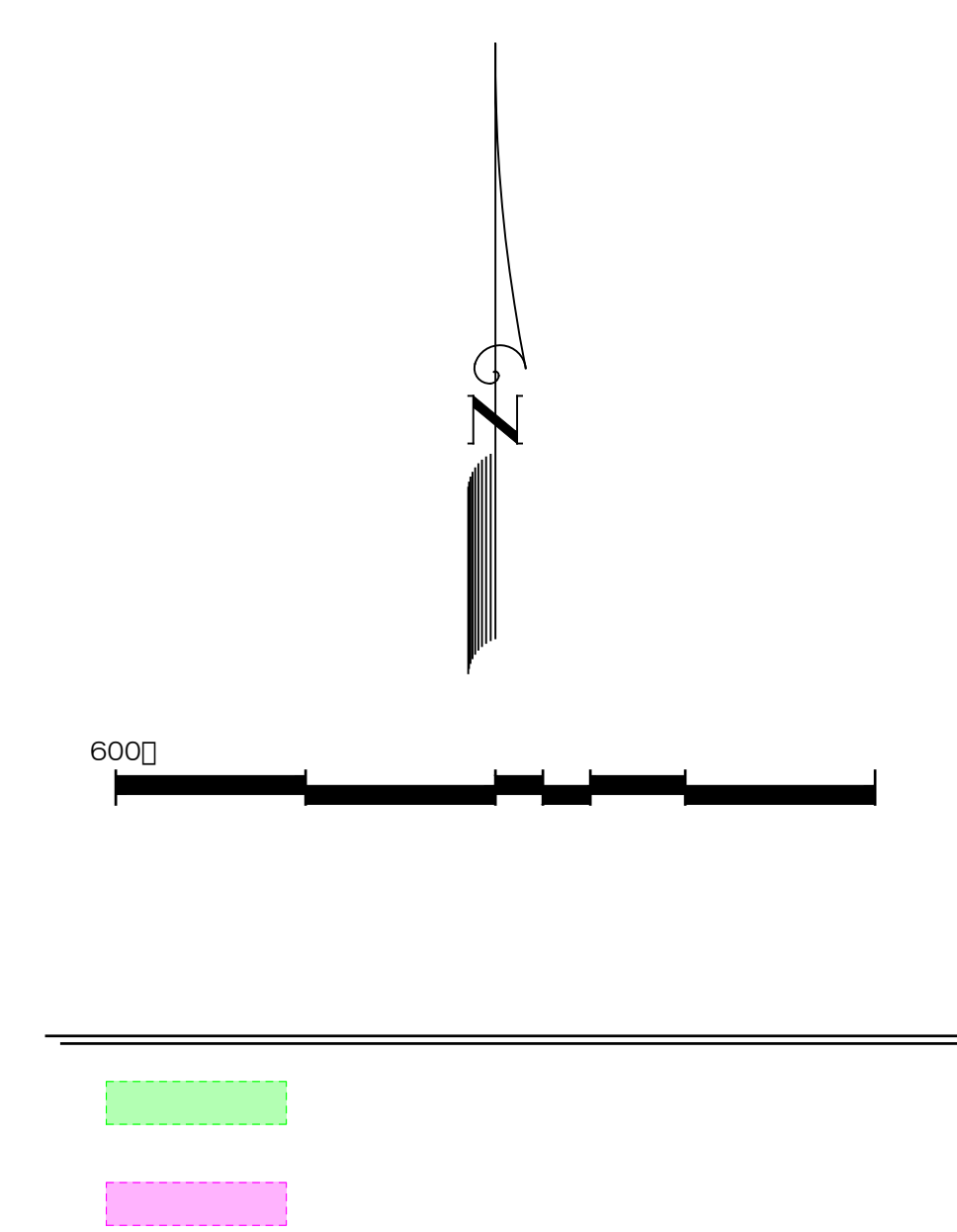
LANDSCAPE ARCHITECTURE
www.clearviewland.com

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

Sections: 20, 21 and 29, Township: 38 South, Range 19 East

EXHIBIT B

PROPOSED SITE PLAN



CDD LOT TYPE EXHIBIT

c/o BANYAN LAND CAPITAL, LLC

EXHIBIT C

PROPOSED INFRASTRUCTURE & OWNERSHIP TABLE

Rustic Oaks CDD Proposed Infrastructure Plan

Facility Description	Construction Funded By	Ownership	O&M Entity
Stormwater & Drainage	CDD ⁽¹⁾	CDD	CDD
Rustic & Ranch Road Improvements	CDD ⁽¹⁾	Sarasota County	Sarasota County
Cow Pen Bridge Replacement	CDD ⁽¹⁾	Sarasota County	Sarasota County
Internal Local Road	CDD ⁽¹⁾	CDD/HOA	CDD/HOA
Water & Sewer	CDD ⁽¹⁾	City of Venice	City of Venice
Hardscape/Landscape/Irrigation	CDD ⁽¹⁾	CDD/HOA	CDD/HOA
Amenities	CDD ⁽¹⁾	CDD/HOA	CDD/HOA

(1) The CDD will construct, fund and/or acquire these improvements. The Developer may construct these improvements and convey to the CDD.

2/25/21

EXHIBIT D

CIP COST & PHASE TABLE

Rustic Oaks CDD

CIP Cost Table

Facility Description	CIP Cost
Stormwater & Drainage:	
South Parcel	\$ 4,500,000
North Parcel	\$ 4,300,000
Residential Roadways:	
South Parcel Local Roads	\$ 2,000,000
North Parcel Local Roads	\$ 1,500,000
Residential Utilities (Water & Sewer):	
South Parcel Utilities	\$ 3,200,000
North Parcel Utilities	\$ 3,000,000
Off-Site Roadways & Utilities:	
Rustic & Ranch Road Improvements	\$ 3,500,000
Off-Site Utility Extensions	\$ 2,500,000
Cow Pen Bridge Replacement	\$ 2,000,000
Hardscape/Landscape/Irrigation:	
South Parcel	\$ 1,300,000
North Parcel	\$ 1,500,000
Amenities:	
South Parcel	\$ 1,250,000
North Parcel	\$ 2,500,000
Professional Services (8%)	\$ 2,644,000
	<i>SUBTOTAL:</i> \$ 35,694,000
	<i>CONTINGENCY (10%):</i> \$ 3,569,400.0
	<i>TOTAL:</i> \$ 39,263,400

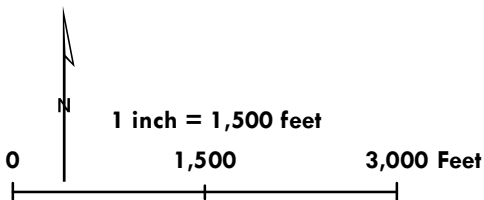
CIP Phasing Schedule

Facility Description	Schedule
Off-Site Utility Extensions	Years 2021-2022
Rustic & Ranch Road Improvements	Years 2021-2022
Cow Pen Bridge Replacement	Years 2021-2022
South Parcel	Years 2021-2023
North Parcel	Years 2021-2023

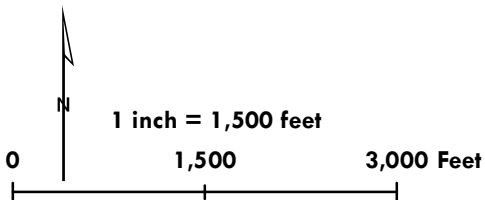
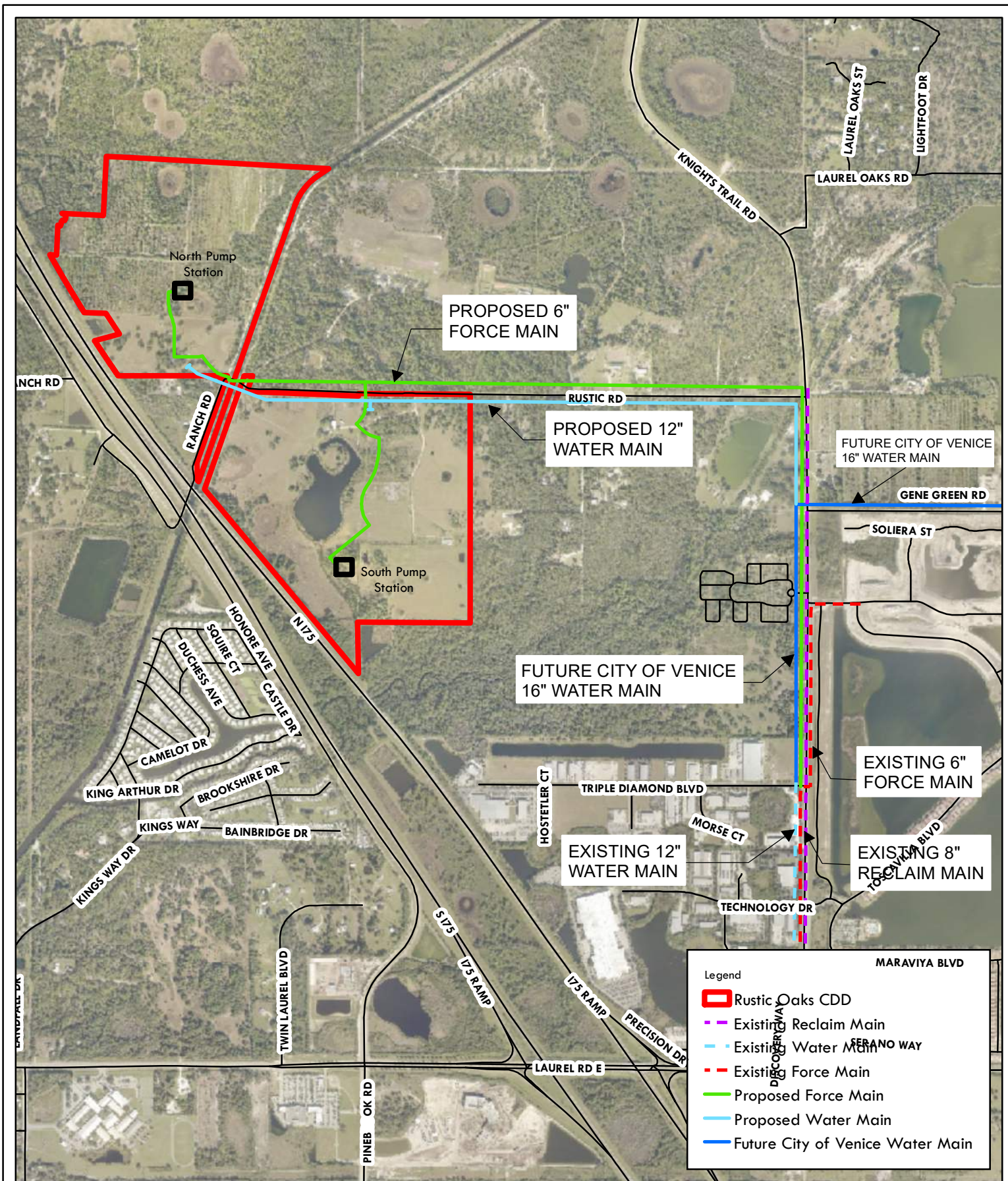
7/28/2021

EXHIBIT E

GIS EXHIBITS



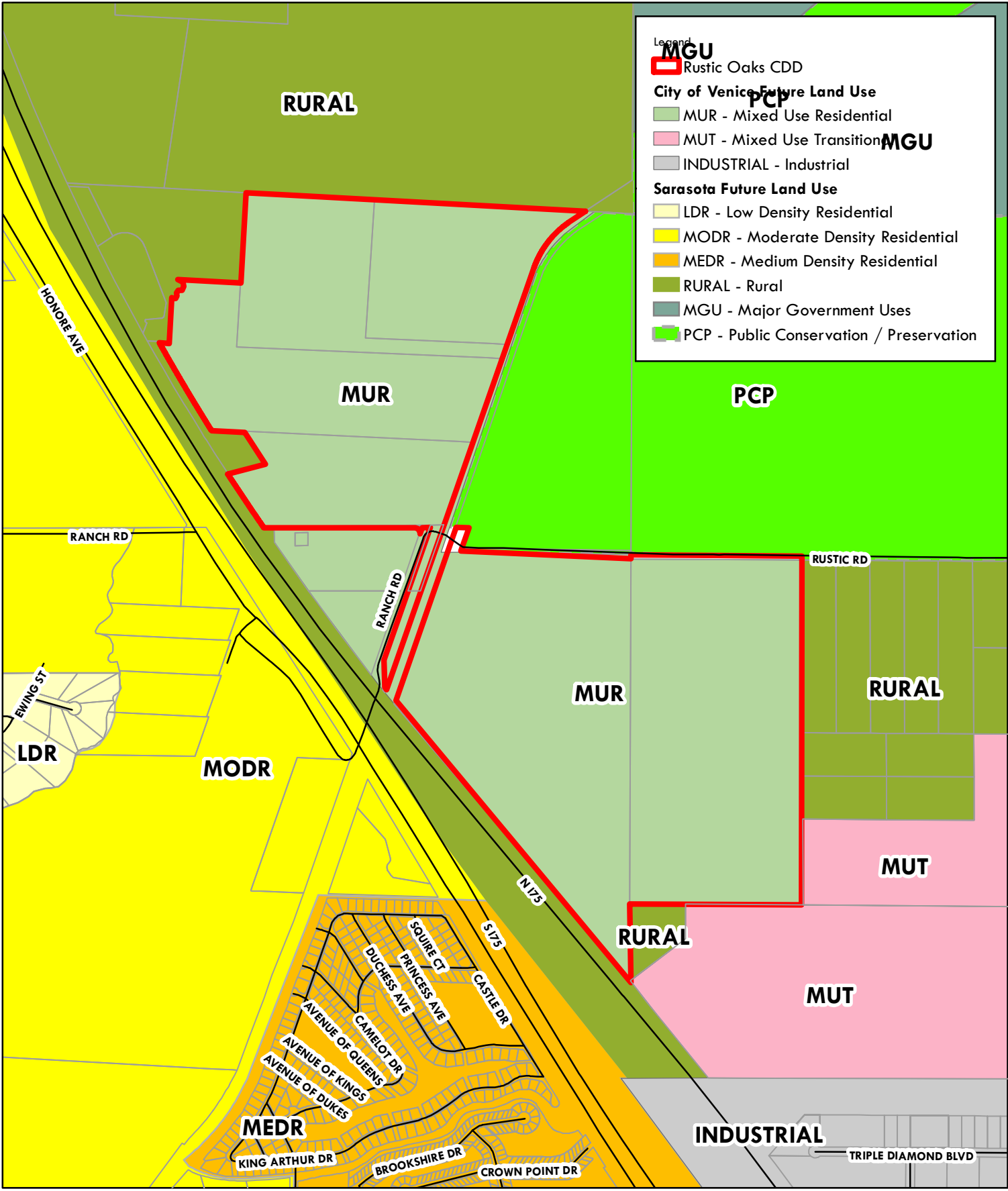
RUSTIC OAKS CDD
 Project Location Map – Vicinity



RUSTIC OAKS CDD
Existing Utility and Outfall Map

Legend

- ▭ Rustic Oaks CDD
- Existing Reclaim Main
- Existing Water Main
- - - Existing Force Main
- Proposed Force Main
- Proposed Water Main
- Future City of Venice Water Main



Legend

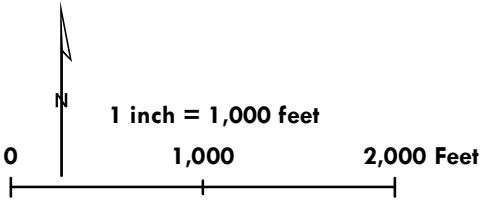
MGU
 Rustic Oaks CDD

City of Venice Future Land Use

- MUR - Mixed Use Residential
- MUT - Mixed Use Transition
- INDUSTRIAL - Industrial

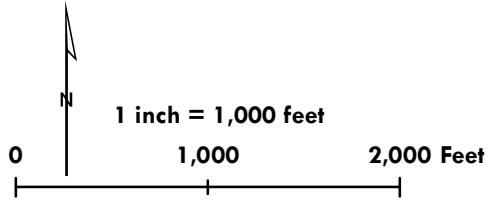
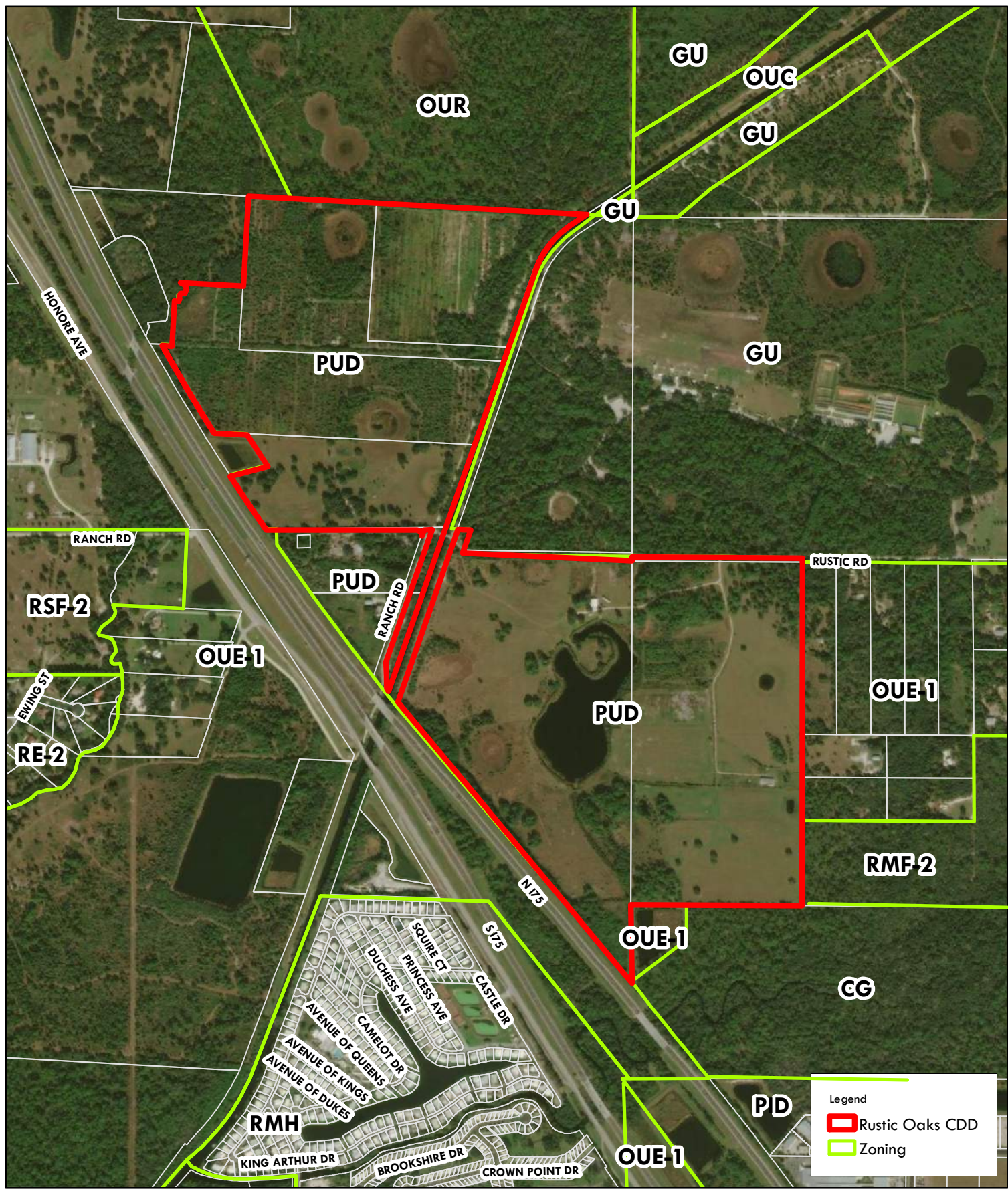
Sarasota Future Land Use

- LDR - Low Density Residential
- MODR - Moderate Density Residential
- MEDR - Medium Density Residential
- RURAL - Rural
- MGU - Major Government Uses
- PCP - Public Conservation / Preservation



RUSTIC OAKS CDD
 Future Land Use Map

Clearview
 LAND DESIGN, P.L.
 3010 W. Azelee Street Suite 150
 Tampa, Florida 33609 (813) 223-3919



RUSTIC OAKS CDD
 City of Venice Zoning Map

Clearview
 LAND DESIGN, P.L.
 3010 W. Azelee Street Suite 150
 Tampa, Florida 33609 (813) 223-3919

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

7

**Rustic Oaks Community Development District
Response to RFQ for Engineering Services**

September 27th, 2021

Prepared By:





Clearview
LAND DESIGN, P.L.

September 27th, 2021

Rustic Oaks Board of Supervisors
CO: Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida, 33431

**Re: Proposal for Engineering Services
Response to RFQ Published
Rustic Oaks Community Development District**

Dear Board of Supervisors:

Clearview Land Design is pleased to present qualifications and credentials to provide professional engineering services for the Rustic Oaks Community Development District.

Attached please find eight (8) copies of Standard Form 330 for your consideration.

We're confident our proposal will reveal the experience of Clearview Land Design's project team. Our team offers extensive experience in large scale master planned communities as well as working with over 20 Community Development Districts. We offer a combined 100+ years of planning, designing, inspecting and managing large scale master planned communities.

We will provide the ideal combination of technical capabilities, enthusiasm, and dedication necessary to meet the needs of the Community Development District. In addition to having extensive technical background and experience on the Rustic Oaks Project, we are dedicated to the Rustic Oaks Community Development District.

Should you have any questions or need any additional information, please do not hesitate to contact me at (813) 223-3919.

Sincerely,

CLEARVIEW LAND DESIGN P.L.

Nicolas A. De Armas, P.E.
District Engineer

cc: File w/attachments

a b o u t o u r c o m p a n y

Clearview Land Design is a multi-disciplinary consulting firm focusing on land planning, civil engineering, landscape architecture and environmental services. The leadership group has vast experience in design, permitting, project management, and construction phase services for master-planned communities, roadways, and infrastructure associated with the CDD's residential, commercial and mixed-use projects.

Beyond our unmatched expertise, Clearview offers personal attention to the unique synergies that are only achieved by decades-long relationships within the company and with agency staff. Clearview helps clients avoid time-consuming problems and can provide quick solutions when they are confronted with unavoidable challenges.

Clearview's proven team is dedicated to delivering solutions that are designed to be both functional and cost effective. By combining engineers, designers and planners under one roof, Clearview is able to streamline the design and development process and keep projects on schedule with a proactive approach with permitting agencies to expeditiously obtain required engineering permits for stormwater, utilities, and roadway design packages.

Our approach to projects couples our multi-discipline knowledge with years of permitting and development experience, to provide realistic and achievable time lines and budgets, ensuring that our Client's goals and expectations are met.

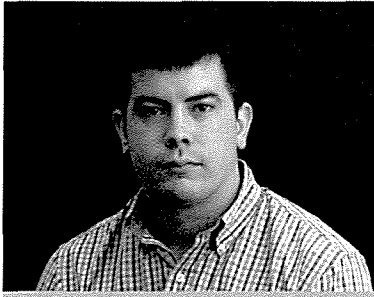
Our staff is committed to allocate necessary resources and personnel to deliver services in a timely manner. Clearview project managers meet regularly to evaluate production resources, milestone target dates, design and submittal schedules, and project status.

We offer:

- Understanding District goals, expectations, and project budgets.
- Years of practice and understanding the needs and challenges associated with master-planned communities.
- Comprehensive coordination with the District Board and Team Members.
- Manage schedule and milestones.
- Local knowledge and understanding of site.
- Creative and flexible solutions.

Our key team members have worked closely with developers and Community Development Districts to provide multi-discipline consulting services. With our experience as engineers working both directly and indirectly with multiple CDDs, we are familiar with the process and committed to working with the Rustic Oaks CDD.

A more detailed account of our project and staff experience is outlined in the following pages of this document.



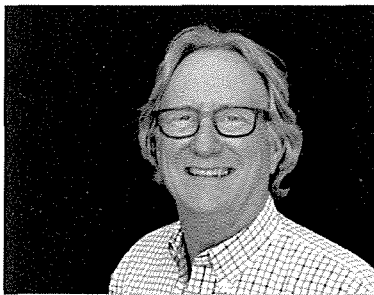
Nicolas A. **De Armas, P.E.**
District Engineer

Along with a civil engineering degree from the University of North Florida, Mr. De Armas has over 8 years of experience in various aspects of land development. His major responsibilities and expertise include design, client relations / management, preliminary layouts / due diligence, and permit processing. He has led projects in many counties, including Hernando, Pasco, Pinellas, Hillsborough, Polk, and Sarasota.

Mr. Schrader is a founder and owner of Clearview Land Design, P.L. An Honors graduate of the University of Florida, Jordan is a Registered Professional Engineer, with over 13 years of engineering and surveying experience. Mr. Schrader is responsible for project management and design, including due diligence evaluations, community master planning, residential / commercial infrastructure design, construction services and management of multi-disciplinary consulting teams. He has successfully led project teams in Pasco County, Hillsborough County and the City of Tampa.



Jordan **Schrader, P.E.**
Senior Professional Engineer



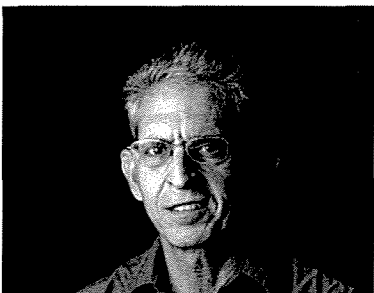
Toxey **Hall, P.E.**
Senior Professional Engineer

Before forming Clearview Land Design in 2009, Mr. Hall was with Heidt & Associates for 28 years, most recently as President and Owner. He has over 35 years of experience as a Civil Engineer. As president and Owner of Clearview, Toxey manages the day-to-day operations of Clearview. He has design and administrative experience in all aspects of commercial and residential land development engineering. He has administrative management experience with many multi-thousand acre mixed use projects in the Tampa region. Toxey is the former Chairman of the Urban Land Institute Tampa Bay District Council and serves on the National ULI Community Development Council.

Mr. Smirch is an Honors graduate of the University of Florida and is a Registered Professional Engineer. With over 20 years of engineering and surveying experience, Mr. Smirch is a founder and Owner of Clearview Land Design. He is involved in all aspects of the engineering design process from master planning, design, and permitting through project certification of completion. Mike has successfully led project teams in Pasco, Hillsborough, Manatee, Pinellas, and Hernando counties and the City of Tampa.



Michael **Smirch, P.E.**
Senior Professional Engineer



Larry **Worden**
Construction Inspector

Mr. Worden has over 30 years of experience at Clearview Land Design and Heidt & Associates. He is responsible for site work inspection of underground utilities, sanitary pump stations, drainage ponds, storm water piping systems, roadways, parking, facilities, wetland creation areas, underground storm water vaults and Conspan Bridge Systems for single-family developments, apartments, utility extensions, road extensions, road widening, commercial developments, parks, schools and churches.

ARCHITECT - ENGINEER QUALIFICATIONS

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Rustic Oaks Community Development District		
2. PUBLIC NOTICE DATE September 27th, 2021	3. SOLICITATION OR PROJECT NUMBER	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Nicolas A. De Armas, P.E.		
5. NAME OF FIRM Clearview Land Design, P.L.		
6. TELEPHONE NUMBER (813)223-3919	7. FAX NUMBER (813)223-3975	8. E-MAIL ADDRESS Nico.DeArmas@Clearviewland.com

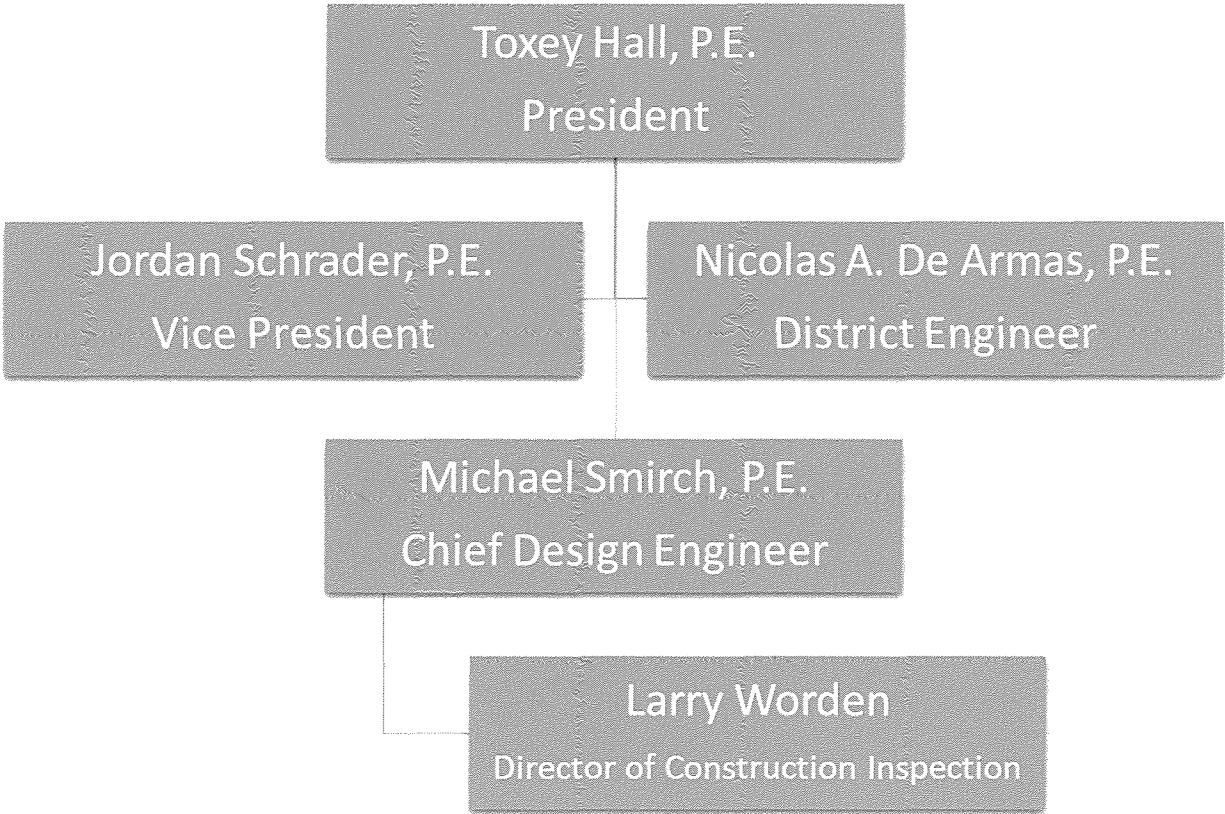
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				Clearview Land Design, P.L. <input type="checkbox"/> CHECK IF BRANCH OFFICE	3010 W. Azeele Street Suite 150 Tampa, FL, 33609	Civil Engineering Firm offering land planning, GIS, landscape architecture, environmental sciences, and construction services
b.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Toxey Hall, P.E.	13. ROLE IN THIS CONTRACT President Clearview Land Design Senior Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L.			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering University of Florida		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Urban Land Institute; Association of Florida Community Developers; Tampa Bay Builders Association, Life Director-NAHB; American Society of Civil Engineers; Florida Engineering Society; National Society of Professional Engineers	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Registered Professional Engineer, State of Florida			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
New Tampa Corridor, Hillsborough County, Florida	2000-Ongoing	2006-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. In the City of Tampa, the 25-thousand acre "New Tampa Corridor" consisted of large-scale community development that created a "city within a city". Of the fourteen major projects that coordinated planning and infrastructure in this area, Toxey was project manager for eight of them including Tampa Palms, Hunter's Green, and Highwoods Preserve.		
Museum of Science and Industry Expansion, City of Tampa, Florida	2002-2008	2010
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Civil Engineering Project Manager for the expansion of the Tampa Museum of Science and Industry from 67,000 to 244,000 square feet with the addition of 500 parking spaces. While the usual challenges associated with commercial construction were present, the MOSI project involved several interesting and innovative site concepts.		
Harbour Island, City of Tampa, Florida	2002	2004-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Project Manager for 178-ac. 15-phase urban mixed-use project. This dense environment ranged from single family detached to mid-rise condominium projects. Challenges included "surcharging" and other design methods to deal with construction on a spoil island under which was several feet of original bay bottom muck. The entire island was constructed with vertical sea walls and "dockominium" boat slips. A master stormwater pond system (with several pumped stormwater vaults) minimized the stormwater footprint, and a linear "greenway" trail system runs the length of the island.		
Beacon Apartments- Downtown St. Petersburg, Florida	2014-2015	2015-2016
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. A significant urban infill redevelopment effort covering a two-city-block footprint in Downtown St. Petersburg. The project consisted of seven and nine story buildings with parking garages that accommodated a total of 692 units. Plan included a stormwater vault, multiple courtyards and motorcourts.		
Highwoods Preserve – City of Tampa, Florida	2004-2010	2004-2014
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Project manager for this 93 acre, one million square foot high tech office campus. Construction of seven integrated "campus" style mid-rise office buildings, with surface parking and parking garages totaling 3,700 spaces, enabled us to gain significant open space as opposed to maximizing floor area ratio.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicolas A. De Armas	13. ROLE IN THIS CONTRACT CDD Eng/Quality Assurance & Control	14. YEARS EXPERIENCE	
		a. TOTAL 8	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION *(City and State)*
Clearview Land Design, P.L.

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science, Civil Engineering University of North Florida	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> American Society of Civil Engineers Urban Land Institute Real Estate Investment Council
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Registered Professional Engineer, State of Florida
Lean Six Sigma Green Belt Certification

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. Hinton Subdivision - Lithia, Florida	2019 -Ongoing	2021-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design Engineer for this 286± Ac. residential development consisting of 571 Single Family Units. Involved with the design, layout and permitting of all phases of the project.		
b. Cypress Ranch Lots 12 & 14 - Odessa, Florida	2019-Ongoing	2021-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design Engineer for this 42± Ac. residential and commercial development. Consisting of 136 single family units and 132 townhome units. Involved with design, layout and permitting all phases of the project. This project also has a large FEMA component which is still ongoing.		
c. St. Leo University Wellness Center - St. Leo, Florida	2019-Ongoing	2020-Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design Engineer for future wellness center. Over 60,000 s.f. with multiple story building, pool and deck fully contained in a closed basin. Involved with design, layout and permitting of all phases of this project.		
d. B&D Ranch - Lithia, Florida	2017-2020	2019-2021
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design Engineer for this 137± Ac. residential development consisting of 291 single family units and an Amenity Center. Involved with design, layout, and permitting of all phases of the project.		
e. Ybor Renaissance - Ybor City, Florida	2017-2021	2019-2021
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design & Project Manager for commercial, urban infill, 4-Story, 60,000 s.f. Office Building.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jordan A. Schrader, P.E.	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">a. TOTAL</td> <td style="width:50%; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">13</td> <td style="text-align: center;">12</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	13	12
a. TOTAL	b. WITH CURRENT FIRM						
13	12						
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)							
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering University of Florida		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Registered Professional Engineer Number 74798 State of Florida					

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Urban Land Institute, Vice Chair – Channel District Redevelopment Agency

19. RELEVANT PROJECTS

#	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	The Woods (Pasco County, FL) (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design Engineer and Project Manager for this 400-acre residential development consisting of 250 single-family units, 25,000 square feet of commercial and a Pasco County Elementary School Site within the Cypress Creek watershed.	<input type="checkbox"/> Check if project performed with current firm On-Going	<input type="checkbox"/> Check if project performed with current firm On-Going
b.	Magnolia Park (Hillsborough County, FL) (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, Project Management and District Management for this 580-acre mixed-use development consisting of 1,200 residential units, 125,000 square feet of commercial development, 60,000 square feet of office/professional and 770,000 square feet of industrial use.	<input type="checkbox"/> Check if project performed with current firm On-Going	<input type="checkbox"/> Check if project performed with current firm On-Going
c.	Meadow Pointe (Pasco County, FL) (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design Engineer and Project Management for this master-planned community in Pasco County. Responsibilities include master planning efforts, rezoning and entitlement assistance, master drainage, water and sewer planning, subdivision design, permitting and platting efforts.	<input type="checkbox"/> Check if project performed with current firm On-Going	<input type="checkbox"/> Check if project performed with current firm On-Going
d.	Gandy Wal-Mart (Tampa, FL) (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design Engineer for the redevelopment of multiple parcels and the construction of 125,000 square foot free standing Wal-Mart. In addition to the standard redevelopment challenges, services included the assemblage of multiple parcels and off-site roadway improvements.	<input type="checkbox"/> Check if project performed with current firm 2009	<input type="checkbox"/> Check if project performed with current firm 2009
e.	(1) TITLE AND LOCATION <i>(City and State)</i> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	<input type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael F. Smirch, P.E.	13. ROLE IN THIS CONTRACT Chief Design Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Civil Engineering With Honors University of Florida, 1998		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Registered Professional Engineer Number 59503 State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Member of Florida Engineering Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Oakstead, Pasco County, Florida	1998	2007
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Utilities & Drainage Design Engineer for an 852-acre development with 1,184 single-family units. Project activities included master planning, engineering design, ERP permitting and construction phasing within the Anclote River watershed. The project consisted of several phases of residential lots, roadways and associated stormwater management systems involving 40 interconnected wetlands & detention ponds.		
FishHawk Towncenter/Osprey Ridge Drive Hillsborough County, FL	2003	2009
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Drainage Design Engineer for 500 ac. master-planned community included drainage design, construction phasing of 21 wet detention ponds and wetlands treatment facilities. Required the design and construction of more than 700 drainage structures and 10-miles of storm sewer serving over 1,000 residential units.		
WaterGrass, Pasco County, FL	2006	Present
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Drainage Design Engineer for the easterly region of Watergrass consisting of 508-acres with 869 single-family lots. Project activities included master drainage planning & design of 50 interconnected pond and wetland systems, 500 drainage structures, street & lot grading, engineering design, ERP permitting, and construction phasing within the New River watershed.		
Bexley, Pasco County, FL	2012 - Present	2013 - Present
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Chief drainage and utilities design engineer for the 1,800 acre master planned community.		
Westpark Village Towncenter, Hillsborough County, FL	1999	2004
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Drainage Design Engineer and Senior Utilities Design Engineer for a 160-acre mixed-use development consisting of 368 single-family units, 693 multi-family units, 50 townhomes, 40,000 square feet of commercial development, passive parks, and a 5,000 square-foot community pool. This project was Hillsborough County's first Neo-Traditional Neighborhood.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Larry H. Worden, Jr.	13. ROLE IN THIS CONTRACT Construction Management / Field Management	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Qualifications include Stormwater Erosion, Sedimentation Control Inspector Training, OSHA Trench Safety Training, Survey Mathematics Course Certificate, FDOT Certifications in Asphalt Level 1 & 2, Earthwork Inspection Level 1 & 2 and Maintenance of Traffic Intermediate Course.

19. RELEVANT PROJECTS

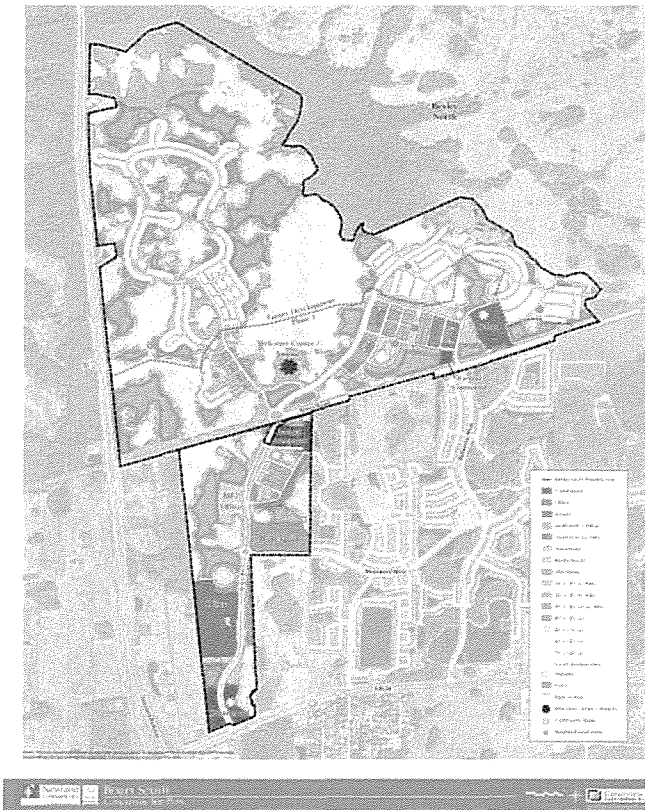
(1) TITLE AND LOCATION <i>(City and State)</i> Connerton (Land O' Lakes, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008 - Ongoing	CONSTRUCTION <i>(If applicable)</i> 2008 - Ongoing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Connerton is made up of 8,000 acres of former Ranch Land. A 3000-acre tract of land was set aside for a nature preserve. Duties included getting final approval and release of performance and maintenance bonds for a half dozen communities that had been in limbo for years. Since 2017 I have been the Construction Inspector for Village 218 area that has 259 home sites. An additional 2 Villages are scheduled to begin construction soon.		
(1) TITLE AND LOCATION <i>(City and State)</i> Seven Oaks (Wesley Chapel, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2000 - 2008	CONSTRUCTION <i>(If applicable)</i> 2000 - 2008
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Seven Oaks encompassed about 2.75 square miles of land and is home to over 3,500 people. There are several large businesses, apartment complexes, office parks and a 4.5 million dollars recreation center in the center of the community. I was the Construction Inspector for all infrastructure from the start of construction until 2008.		
(1) TITLE AND LOCATION <i>(City and State)</i> Bexley (Land O' Lakes, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014 - Ongoing	CONSTRUCTION <i>(If applicable)</i> 2014 - Ongoing
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Bexley is a 1,700 acre Master Planned Community in Land O' Lakes. I have been the Construction Inspector for all Construction to date. Bexley has received numerous awards. One of the most rewarding parts of my job was helping find a path for several long boardwalks through wooded wetlands. It has also been rewarding to see the wildlife utilizing the retention ponds and wetland creation areas throughout the community.		
(1) TITLE AND LOCATION <i>(City and State)</i> Meadow Pointe (Wesley Chapel, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1990 - Ongoing	CONSTRUCTION <i>(If applicable)</i> 1990 - Ongoing
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm The last village in Meadow Pointe is under construction. There are 8,378 residential homes in Meadow Pointe. I have been the Construction Inspector for the infrastructure from the beginning of the project until the present time. The project included the construction of 6.5 miles of County Line Road and 4 miles of Meadow Pointe Boulevard. 47 separate villages make up the Meadow Pointe Community.		
(1) TITLE AND LOCATION <i>(City and State)</i> Magnolia Park (Riverview, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008 - 2016	CONSTRUCTION <i>(If applicable)</i> 2018 - 2017
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Clearview at first provided free phone consults and some leg work to help the Developer through some difficult challenges. After the merger of two Developers things were getting very complicated and there were numerous commitment deadlines looming. Before long we were finishing up approved projects by the previous Engineer and Designing the remainder of the project. There are only a few home sites left in this community.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Bexley (Pasco County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010 - On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Aaron Baker	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Bexley, the award-winning master planned community is located along State Road 54 near the Suncoast Parkway in Pasco County. Bexley South comprises over 1,700 acres for which Clearview has provided engineering, permitting and inspection services as well as CDD Engineering Services. It is planned for 1,200 single family homes and 520 multi-family units, and over 650,000 square feet of office and retail. Multiple parks and interconnected trails systems link residential and non-residential uses. Additionally, the Clearview team has been involved in community planning, entitlements, mass grading plans, all infrastructure design, and neighborhood grading. The project includes a master planned stormwater system, water distribution system, reclaimed water distribution system and wastewater collections system. The stormwater system with over 50 ponds was a particularly critical component due to the project's location adjacent to the Sandy Branch and Anclote River.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

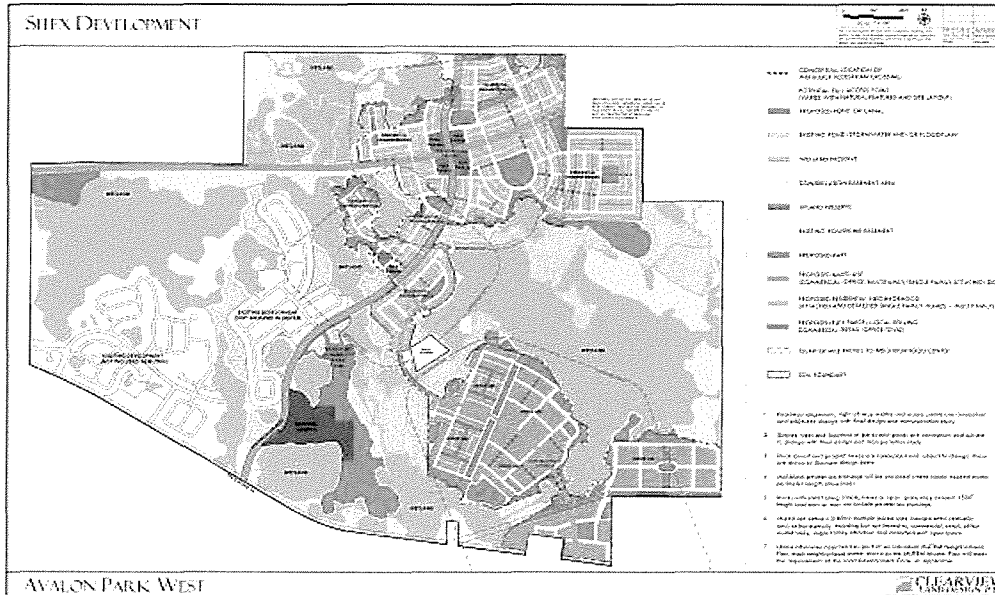
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, Land Planning, GIS, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">2</p>				
21. TITLE AND LOCATION (City and State) <p style="text-align: center;">Avalon Park West (Pasco County, FL)</p>		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2010 - On-Going</td> <td>On-Going</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2010 - On-Going	On-Going
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
2010 - On-Going	On-Going					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER <p style="text-align: center;">Sitex Development Group</p>	b. POINT OF CONTACT <p style="text-align: center;">Ross Halle</p>	c. POINT OF CONTACT TELEPHONE NUMBER <p style="text-align: center;">407-658-6565</p>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Located in Wesley Chapel, Avalon Park West is a master planned community with village type mixed-use neighborhoods, schools, a town center, abundant community parks and vast preserved upland and wetland habitat. Clearview Land Design has been involved in land planning, rezoning, stormwater modeling and master planning, landscape architecture, permitting, and construction phase services for the project. The near 1,800 acre project includes over 800 acres of preservation area and 40 acres of parks. The community will be home to 4,800 residential units, including single family attached, single family detached, and multi-family and 680,000 square feet of mixed-use, commercial and office space.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Meadow Pointe (Pasco County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2009 - Current	CONSTRUCTION <i>(If applicable)</i> 2009 - Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER CalAtlantic Homes	b. POINT OF CONTACT Thomas Spence	c. POINT OF CONTACT TELEPHONE NUMBER 813-288-7687
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Meadow Pointe is an award-winning master planned community in southern Pasco County. For the past 20 years, Meadow Pointe has been one of the fastest selling communities in the State of Florida. Covering over 4,000 acres and consisting of over 7,000 residential units along with retail/office, schools, parks and numerous amenity centers, Meadow Pointe has become a favorite community to live, work and play. The Clearview Team's role in this project has included master planning efforts, rezoning actions and entitlement assistance; master infrastructure design and permitting, including drainage and water and sewer utility systems; and neighborhood design, permitting and platting efforts, and construction phase services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design, P.L.	Tampa, FL	Civil Engineering, GIS, Land Planning, Construction Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> Connerton, Pasco County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2015 CONSTRUCTION <i>(if applicable)</i> : On-going

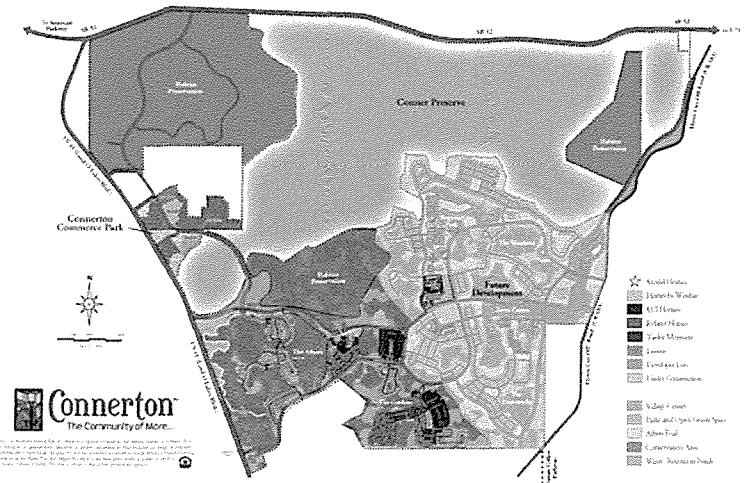
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Connerton Development Holdings, LLC	b. POINT OF CONTACT Ashley Becker	c. POINT OF CONTACT TELEPHONE NUMBER (214) 302-0060
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Clearview Land Design is currently the Connerton West CDD Engineer and is also providing civil engineering, land planning, landscape architecture, construction inspection, and GIS services for the 4,800 acre master planned community.

Ultimately, the project may accommodate 8,000 residences, 2 million square feet of a mix of commercial, office, civic, medical, and industrial space. over 500 acres of Habitat Management Area, 168 acres of District and Neighborhood Parks, a large preserve dedicated to the Water Management District, and Critical Wildlife Corridors. Two school sites, a town center, and a government complex will serve residents day to day needs.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Clearview Land Design	Tampa, Florida	CDD Engineer, Civil Engineering, Planning, Landscape Architecture, Inspection, GIS
b.			
c.			
d.			
e.			
f.			

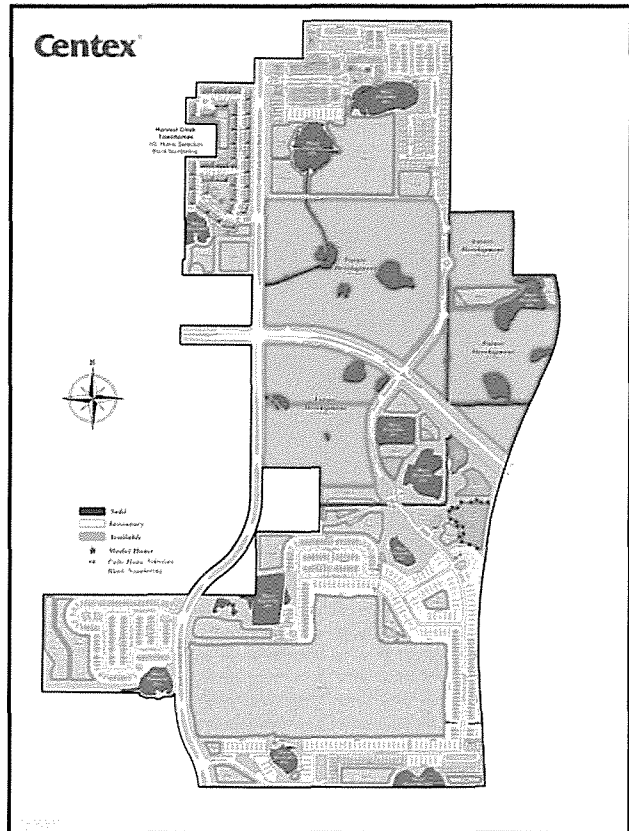
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">5</p>
21. TITLE AND LOCATION <i>(City and State)</i> Magnolia Park (Hillsborough County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2009 - On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT Sean Strickler	c. POINT OF CONTACT TELEPHONE NUMBER 813-964-5169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Clearview Land Design offers planning, design, and inspection services for the 580 acre master planned community to both the developer and Magnolia Park CDD. The project has been under construction for approximately ten years and close to build out by Pulte Homes. It consists of 1,200 residential units, 125,000 square feet of commercial, 60,000 square feet of office/professional and 770,000 square feet of industrial use. The project serves numerous areas of Tampa and surrounding regions due to its convenient central location and access to major transportation corridors. It is a first time to second level buyer neighborhood with strategically located passive parks and amenity centers to meet the social and recreational needs of the residents.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> Mira Bay (Hillsborough County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2009 - On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Rick Stevens	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Mirabay is a 720-acre premier master planned community located in Hillsborough County on Tampa Bay. Upon completion, it will accommodate approximately 1,750 homes and 300,000 square feet of office and retail use. This project included master planning, engineering design and permitting and construction phasing. The project consisted of several phases of waterfront residential lots, roadways and associated stormwater management systems. The project included a 3.5 miles canal system and a 135 acre lagoon which conveyed several thousand acres of offsite runoff through a boatlift weir structure to Tampa Bay.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, Land Planning, Landscape Architecture, GIS, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

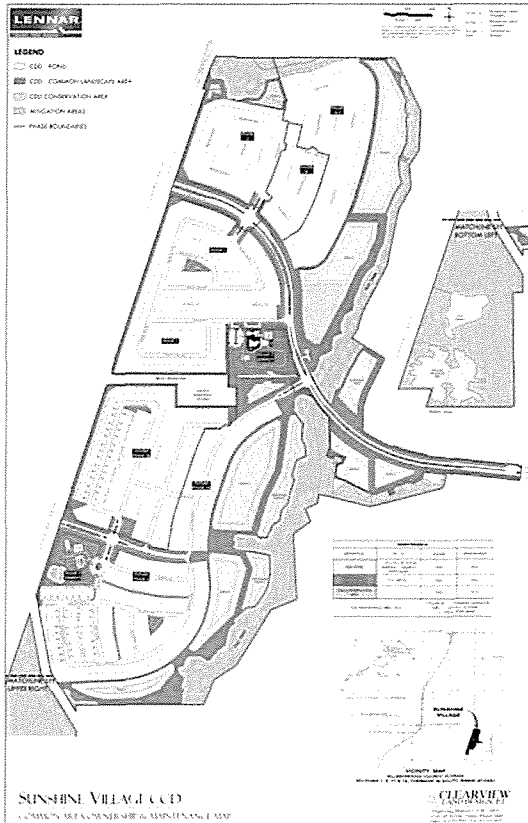
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 7
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21. TITLE AND LOCATION <i>(City and State)</i> Vista Palms (fka Sunshine Village) (Hillsborough County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010 - On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lennar	b. POINT OF CONTACT Parker Hirons	c. POINT OF CONTACT TELEPHONE NUMBER 813-574-5658
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Sunshine Village is a community located in south Hillsborough County. Clearview Land Design is involved with planning, civil engineering, landscape architecture, permitting, and construction inspection and is CDD Engineer for the +/- 800 acre project that includes over 2,500 residential units, over 150,000 square feet of commercial development, two large amenity centers, and many pocket parks.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

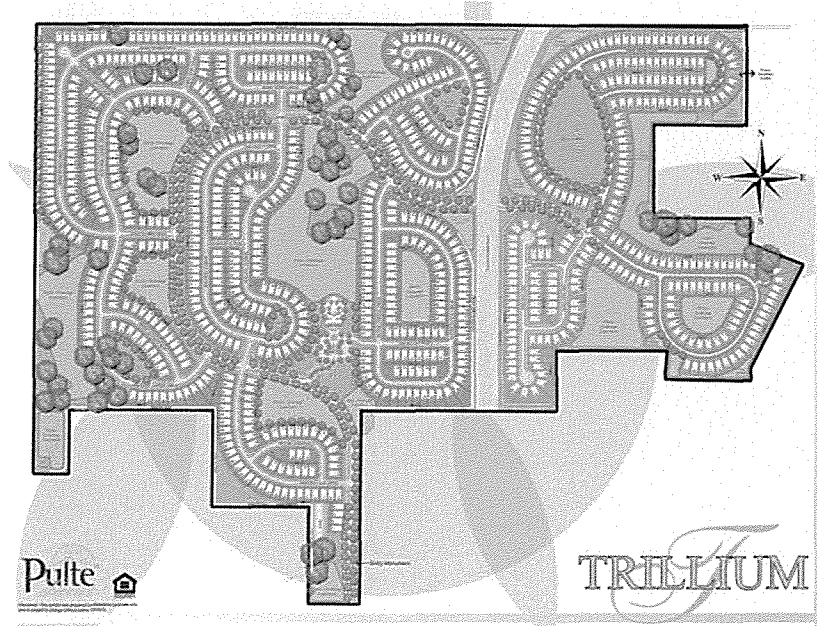
a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Trillium (Pasco County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT Sean Strickler	c. POINT OF CONTACT TELEPHONE NUMBER 813-964-5169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Northwest of Tampa, Trillium is located in Brooksville, on the outskirts of Land O'Lakes. The single family community has a private resort style community swimming pool with cabana's, a shaded playground and miles of miles of pedestrian oriented sidewalks for leisure and recreation.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 9
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21. TITLE AND LOCATION <i>(City and State)</i> Tampa Palms (Tampa, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(if applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Tampa Palms	b. POINT OF CONTACT Jim Apthorp	c. POINT OF CONTACT TELEPHONE NUMBER (850) 251-5508
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Toxey Hall was responsible for designing and managing this large scale mixed-use development project. Tampa Palms is a 6,200-acre project that first began to define the "New Tampa" area. The City sized project included a master planned water distribution system and a master planned sanitary sewer system including approximately 20 pumping stations, including a highly complex dual triplex station with two 12-foot diameter wetwells. The stormwater system included approximately 120 ponds and was a particularly critical component due to the project's location adjacent to Trout Creek and the Hillsborough River. The amenities designed by Toxey and Bill included a golf course, golf course club house, several community "country clubs", multiple internal parks and related buildings, courts, playfields, etc. Of particular interest was the "Canoe Outpost" park on the Hillsborough River. This environmentally sensitive park included a canoe launch, hiking trails, picnic areas, boardwalks and a wildlife viewing area.

Tampa Palms continues to be a standard for Master Planned communities with its many neighborhood parks, interconnected trail system and use of native landscaping. Environmental services included wetland delineations and wetland impact permitting through the Corps of Engineers, DEP, SWFWMD and the Hillsborough County EPC. Mitigation design was performed, permitted and implemented.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	*Heidt & Associates, Inc.	Tampa, FL	Civil Engineering, Landscape Architecture, Surveying
b.	(1) FIRM NAME *NOTE: The Principals of Clearview Land Design were the previous Owners of Heidt & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jordan Schrader, P.E.	Principal / Project Manager	x	x	x	x	x	x		x		
Toxey Hall, P.E.	Principal / Project Manager	x	x			x	x	x	x	x	
Michael Smirch, P.E.	Chief Design Engineer	x	x	x	x	x	x	x	x	x	
Nicolas A. De Armas, P.E.	District Engineer	x	x	x		x	x				
Larry Worden	Construction Inspector	x	x	x	x	x	x	x	x	x	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION E)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Bexley	6	Mira Bay
2	Avalon Park West	7	Vista Palms
3	Meadow Pointe	8	Trillium
4	Connerton	9	Tampa Palms
5	Magnolia Park	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

No additional information required.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

9/16/2021

33. NAME AND TITLE

Jordan Schrader, P.E. Vice President

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

7A

**Rustic Oaks Community Development District
Request for Qualifications – District Engineering Services**

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	25	25	20	15	5	5	5	100
	NAME OF RESPONDENT							
1	Clearview Land Design, P.L.							

Board Member's Signature

Date

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

8A

Assignment and Assumption of the Rustic Oaks Community Development District Bridge Construction Agreement

This Assignment and Assumption of the Rustic Oaks Bridge Construction Agreement dated October 22, 2021 (the “**Assignment**”) is made effective as of February 1, 2022, by and between **Meritage Homes of Florida, Inc.** (the “**Developer**”), **Thomas Marine Construction, Inc.**, (“**Contractor**”), and the **Rustic Oaks Community Development District** (the “**District**”).

Background Information

The Developer has entered into that certain agreement (the “**Agreement**”), with the Contractor, attached as **Exhibit “A”**, for the construction of public infrastructure and site development work, together with all any amendments and change orders, is incorporated herein by reference. The District desires to acquire the Agreement from the Developer, and the Developer and Contractor have agreed to an assignment of all of the Developer’s rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Information and Exhibits.** The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
2. **Definitions.** Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
3. **Assignment of the Agreement.** Developer hereby assigns all of Developer’s right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
4. **Assumption of the Agreement.** The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer’s obligations thereunder, subject to the terms and conditions set forth herein.
5. **Funding and Completion of Public Improvements.** The District intends to issue its Special Assessment Bonds, Series 2022, (the “**Series 2022 Bonds**”) which is expected to generate construction funds (the “**Bond Proceeds**”) for payment of a portion of the public improvements described in the Agreement. Subject to the payment provisions for this Assignment and the terms of the Master Indenture, as supplemented, for the Series 2022 Bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds available for such purposes are exhausted. To the extent the Bond Proceeds are unavailable or insufficient to pay for all of the improvements set forth in the Agreement, the Developer shall pay to the District any amounts necessary to fund the shortfall (“**Shortfall**”) between the available Bond Proceeds and the total amount owed under the Agreement.
6. **Retainage Amount Modification.** To conform to the requirements of Florida law, the Agreement is amended as follows:

Contractor shall submit applications for payment to the District on a monthly basis. Based upon the applications for payment submitted to the District by the Contractor each month and certificates for payment issued by the District Engineer, the District shall make progress payments on account of the total compensation to the Contractor as provided in this Agreement for the period ending the 25th day of each month. The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, Florida Statutes.

7. **Sales Tax Exemption.** The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "**Sales Tax**"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District (at its request) to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.
8. **Performance Bond and Labor and Material Payment Bond.** The Contractor shall furnish bonds covering the faithful performance of this Agreement and payment of all obligations arising hereunder. The cost of such bonds shall be included in the compensation. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to the Developer amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."
9. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the

Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

- 10. Public Records.** As required under Section 119.0701, Florida Statutes, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT WRATHELL@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410, W. BOCA RATON, FLORIDA 33431.

- 11. Insurance.** The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
- 12. Indemnification.** Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
- 13. Notice.** Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party and shall be deemed received upon actual receipt by mail or facsimile, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Rustic Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
Telephone: (561) 571-0010

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634
Attn: District Counsel
Telephone: (813) 901-4945

To the Contractor: Thomas Marine Construction, Inc.
8999 High Cotton Lane
Ft. Myers, Florida 33905

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

Thomas Marine Construction, Inc.
a Florida corporation

DocuSigned by:
Kevin Shimp
By: Kevin Shimp
Name: Kevin Shimp
Title: President
2/4/2022

Meritage Homes of Florida, Inc.
a Florida corporation

DocuSigned by:
Steve Harding
By: Steve Harding
Name: Steve Harding
Title: Division President
2/4/2022

**Rustic Oaks
Community Development District**

DocuSigned by:
Garth Noble
Name: Garth Noble
Chair of the Board of Supervisors
2/8/2022

Project Name: Rustic Road

Contract No.: 79002988

Vendor Name: Thomas Marine Construction, Inc. Vendor No.: 654093

Cost Code: 11455 Job No.: 92002459950

AUTHORIZATION AGREEMENT

THIS AUTHORIZATION AGREEMENT (“**Authorization Agreement**”) dated November 16, 2021 is made and entered into as of the “**Effective Date**”, by and between “**Meritage**” and “**Contractor**” (each as defined below), in connection with, and upon and subject to the terms and conditions of, that certain Master Land Development Agreement between Meritage and Contractor dated October 22, 2021 (the “**Master Agreement**”). Meritage may be referred to as “Developer” in the Master Agreement.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Defined Terms. Initially capitalized terms used and not otherwise defined in this Authorization Agreement shall have the meanings given to them in the Master Agreement, which Master Agreement is fully incorporated herein by this reference.
2. Project Location. The legal description for the Project is set forth in the attached Exhibit 1.
3. The Work. Contractor shall perform the Work described in the Master Agreement and the Scope of Work attached as Exhibit 2 in strict compliance with the Contract Documents. Notwithstanding the fact that this Authorization Agreement is executed as of the date set forth above, the parties recognize that a portion of the Work may have been performed prior to such date and Contractor shall not be entitled to any compensation for such prior Work except as expressly provided in this Authorization Agreement and the Master Agreement. All of Contractor’s liabilities and obligations to Meritage under this Authorization Agreement and the Master Agreement shall apply to all Labor performed and Materials provided by or on behalf of Contractor prior to the execution of this Authorization Agreement, notwithstanding the fact that such Labor or Materials may have been performed or provided prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings or otherwise, unless such Labor and Materials were (i) not a portion of the Work described in Exhibit 2 attached hereto, and (ii) satisfactorily performed, provided and completed pursuant to a written agreement duly executed by Meritage and Contractor prior to the date hereof, in which case the terms and conditions of such written agreement shall govern solely to the extent such Labor and Materials were authorized and satisfactorily performed, provided and completed thereunder.
4. Contract Price. The Contract Price for the Work shall be as set forth on the Contract Price Schedule attached as Exhibit 3 (or any updated Contract Price Schedule or Change Order(s) issued by Meritage in connection with this Authorization Agreement).
5. Performance Schedule. Upon execution of this Authorization Agreement, Contractor shall commence the Work and shall achieve Completion of the Work in accordance with Section 2.1 of the Master Agreement and the Construction Schedule attached as Exhibit 4.
6. Project Owner. The Project Owner is Meritage.
7. Effective Date: November 16, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Authorization Agreement as of the date written above.

“Meritage”

MERITAGE HOMES OF FLORIDA, INC., a(n) Florida corporation (Tampa Division)

DocuSigned by:

Garth Noble

By: _____
30FD888E8142406...

Name: Garth Noble

Its: Director of Land Development

DocuSigned by:

Steve Harding

By: _____
92EF18940F17477...

Name: Steve Harding

Its: Region President

“Contractor”

THOMAS MARINE CONSTRUCTION, INC., a(n) Florida corporation

DocuSigned by:

Kevin Shimp

By: _____
432C8504CED343E

Kevin Shimp

Name: _____

Its: President

EXHIBIT 1 TO AUTHORIZATION AGREEMENT

PROJECT LEGAL DESCRIPTION

Legal Description is 9 pages long in word version; Therefore, not inserting at this time

EXHIBIT 2 TO AUTHORIZATION AGREEMENT

SCOPE OF WORK

Contractor shall furnish all Labor and Materials necessary to install the following improvements required for Meritage's full intended use of the improvements in accordance with the plans and the requirements of all applicable governing agencies.

The Work shall include but not be limited to the following:

Contractor shall furnish all Labor and Materials necessary to build a bridge of the Project:

- One bridge complete as shown in the 100% plans provided by Bridging Solutions, LLC
- This is intended to be turn-key for the bridge work. This is in anticipation for a fall 2021 start to construction. Material cost escalators beyond April 2022 have not been included.
- Contractor is prequalified by FDOT for each item of work below.
- Contractor intends to perform the work using FDOT specified materials and FDOT construction specification and methods with a design-build review process by Bridging Solutions.
- Contractor will do its own excavation and backfill related to the bridge and channel. Excess material shall be stockpiled on site for use by others.
- Site access to the work and a staging area within a reasonable distance of the work location shall be provided by others for Contractor's use.
- Contractor's estimated the work with the road closed in one phase. No temporary bridge is included.
- Utility hangers shown on sheets B-21 and B-22 have been included. At the manufacturer's recommendation one size larger will be utilized.
- Underground and overhead utilities conflicting with the work shall be relocated by others. Contractor to aid with coordination as needed.
- Survey layout, benchmarks, QC, and material testing related to the bridge only have been included in mobilization.
- Permitting shall be provided by others. Contractor to follow permitted parameters.
- Maintenance of traffic is by others and is likely not needed. Contractor will provide its own flagmen to move material and equipment in and out of the jobsite.
- Performance and payment bonds are not included but can be provided.

Items in bold below changed or were added in the design process between 60% and 100% plans or added by county requirements.

1 LS - MOBILIZATION

200 LF - STAKED TURBIDITY BARRIER- NYL REINF PVC
1500 SF - REMOVAL OF EXISTING STRUCTURES
33.3 CY - EMBANKMENT
65.6 CY - CONC CLASS II, APPROACH SLABS
18.5 CY - CONC CLASS II, SIDEWALKS
47.1 CY - CONC CLASS II -CIP TOPPING WITH ADMIXTURE
38 CY - CONC CLASS IV, SUBSTRUCTURE (BENT CAPS)
187 SY - BRIDGE DECK GROOVING
4.5 CF - PLAIN NEOPRENE BEARING PADS
9420 LB - REINF STEEL- SUPERSTRUCTURE (DECK)
7600 LB - REINF STEEL- SUBSTRUCTURE
13120 LB - REINF STEEL- APPROACH SLABS
3700 LB - REINF STEEL- SIDEWALKS
527 LF - FL SLAB BEAM DEPTH 18' WIDTH 48"
770 LF - PRESTRESSED CONCRETE PILING, 18" SQ
4407 SF - SHEET PILING STEEL, F&I PERMANENT
140 LF - TEST PILES-PREST CONCRETE, 18" SQ
80.5 LF - BRIDGE DECK EXPANSION JNT, NEW, POURED
93 LF - 42" VERT. FACE BARRIER
93 LF - CONCRETE TRAFF RAIL - SINGLE SLOPE, 36"
55 LF - CONC TRAF RAIL BAR, JCT SLAB,W BARRIER
463 TN - RIPRAP - RUBBLE, BANK AND SHORE
171 TN - BEDDING STONE
7 EA - UTILITY BRIDGE PIPE SUPPORTS

EXHIBIT 3 TO AUTHORIZATION AGREEMENT

CONTRACT PRICE SCHEDULE

The total Contract Price to be paid to Contractor for the completion, approval, and acceptance of the Scope of Work included in Exhibit 2 of this Authorization Agreement shall be **one million two hundred seventy-five thousand two hundred ninety seven dollars (\$1,275,297.00)**. All changes to the Contract Price must be documented in a Meritage issued and approved Change Order. Invoices may be submitted on a monthly basis in accordance with the terms of the MLDA, and this AA, at such time as the Work is accepted by Meritage as fully completed and installed.

EXHIBIT 4 TO AUTHORIZATION AGREEMENT

CONSTRUCTION SCHEDULE

All work shall be complete as directed by Meritage. It is anticipated that initial work will commence **December 21, 2021** and final completion shall be no later than **September 21, 2022**.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

8B

**Assignment and Assumption of the Rustic Oaks Community Development District
Onsite Ph. 1, 2 North and South Construction Agreement**

This Assignment and Assumption of the Rustic Oaks Onsite Ph. 1, 2 North and South Construction Agreement dated January 31, 2022 (the “**Assignment**”) is made effective as of February 9, 2022, by and between **Meritage Homes of Florida, Inc.** (the “**Developer**”), **Deme Construction, LLC**, (“**Contractor**”), and the **Rustic Oaks Community Development District** (the “**District**”).

Background Information

The Developer has entered into that certain agreement (the “**Agreement**”), with the Contractor, attached as **Exhibit “A”**, for the construction of public infrastructure and site development work, together with all any amendments and change orders, is incorporated herein by reference. The District desires to acquire the Agreement from the Developer, and the Developer and Contractor have agreed to an assignment of all of the Developer’s rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Information and Exhibits.** The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
2. **Definitions.** Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
3. **Assignment of the Agreement.** Developer hereby assigns all of Developer’s right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
4. **Assumption of the Agreement.** The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer’s obligations thereunder, subject to the terms and conditions set forth herein.
5. **Funding and Completion of Public Improvements.** The District intends to issue its Special Assessment Bonds, Series 2022, (the “**Series 2022 Bonds**”) which is expected to generate construction funds (the “**Bond Proceeds**”) for payment of a portion of the public improvements described in the Agreement. Subject to the payment provisions for this Assignment and the terms of the Master Indenture, as supplemented, for the Series 2022 Bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds available for such purposes are exhausted. To the extent the Bond Proceeds are unavailable or insufficient to pay for all of the improvements set forth in the Agreement, the Developer shall pay to the District any amounts necessary to fund the shortfall (“**Shortfall**”) between the available Bond Proceeds and the total amount owed under the Agreement.
6. **Retainage Amount Modification.** To conform to the requirements of Florida law, the Agreement is amended as follows:

Contractor shall submit applications for payment to the District on a monthly basis. Based upon the applications for payment submitted to the District by the Contractor each month and certificates for payment issued by the District Engineer, the District shall make progress payments on account of the total compensation to the Contractor as provided in this Agreement for the period ending the 25th day of each month. The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, Florida Statutes.

7. **Sales Tax Exemption.** The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "**Sales Tax**"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District (at its request) to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.
8. **Performance Bond and Labor and Material Payment Bond.** The Contractor shall furnish bonds covering the faithful performance of this Agreement and payment of all obligations arising hereunder. The cost of such bonds shall be included in the compensation. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to the Developer amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."
9. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the

Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

- 10. Public Records.** As required under Section 119.0701, Florida Statutes, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT WRATHELL@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410, W. BOCA RATON, FLORIDA 33431.

- 11. Insurance.** The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
- 12. Indemnification.** Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
- 13. Notice.** Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party and shall be deemed received upon actual receipt by mail or facsimile, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Rustic Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
Telephone: (561) 571-0010

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634
Attn: District Counsel
Telephone: (813) 901-4945

To the Contractor: Deme Construction, LLC
3301 Whitfield Ave.
Sarasota, Florida 34243

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

Deme Construction, LLC
a Florida limited liability company

DocuSigned by:
Alex Deme
By: _____
Name: Alex Deme
Title: Vice President
2/9/2022

Meritage Homes of Florida, Inc.
a Florida corporation

DocuSigned by:
Steve Harding
By: _____
Name: Steve Harding
Title: Division President
2/9/2022

**Rustic Oaks
Community Development District**

DocuSigned by:
Garth Noble
Name: Garth Noble
Chair of the Board of Supervisors
2/9/2022

Project Name: Rustic Road (Onsite PH 1, 2 North & South)

Contract No.: 80298042

Vendor Name: Deme Construction, LLC Vendor No.: 557127

Cost Code: 11330, 10520, 11005, 10605, 10805 & 10705 Job No.: 92002459950, 92002469950, 92002509950

AUTHORIZATION AGREEMENT

THIS AUTHORIZATION AGREEMENT (“**Authorization Agreement**”) dated February 2, 2022 is made and entered into as of the “**Effective Date**”, by and between “**Meritage**” and “**Contractor**” (each as defined below), in connection with, and upon and subject to the terms and conditions of, that certain Master Land Development Agreement between Meritage and Contractor dated June 18, 2019 (the “**Master Agreement**”). Meritage may be referred to as “Developer” in the Master Agreement.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Defined Terms. Initially capitalized terms used and not otherwise defined in this Authorization Agreement shall have the meanings given to them in the Master Agreement, which Master Agreement is fully incorporated herein by this reference.
2. Project Location. The legal description for the Project is set forth in the attached Exhibit 1.
3. The Work. Contractor shall perform the Work described in the Master Agreement and the Scope of Work attached as Exhibit 2 in strict compliance with the Contract Documents. Notwithstanding the fact that this Authorization Agreement is executed as of the date set forth above, the parties recognize that a portion of the Work may have been performed prior to such date and Contractor shall not be entitled to any compensation for such prior Work except as expressly provided in this Authorization Agreement and the Master Agreement. All of Contractor’s liabilities and obligations to Meritage under this Authorization Agreement and the Master Agreement shall apply to all Labor performed and Materials provided by or on behalf of Contractor prior to the execution of this Authorization Agreement, notwithstanding the fact that such Labor or Materials may have been performed or provided prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings or otherwise, unless such Labor and Materials were (i) not a portion of the Work described in Exhibit 2 attached hereto, and (ii) satisfactorily performed, provided and completed pursuant to a written agreement duly executed by Meritage and Contractor prior to the date hereof, in which case the terms and conditions of such written agreement shall govern solely to the extent such Labor and Materials were authorized and satisfactorily performed, provided and completed thereunder.
4. Contract Price. The Contract Price for the Work shall be as set forth on the Contract Price Schedule attached as Exhibit 3 (or any updated Contract Price Schedule or Change Order(s) issued by Meritage in connection with this Authorization Agreement).
5. Performance Schedule. Upon execution of this Authorization Agreement, Contractor shall commence the Work and shall achieve Completion of the Work in accordance with Section 2.1 of the Master Agreement and the Construction Schedule attached as Exhibit 4.
6. Project Owner. The Project Owner is Meritage.
7. Effective Date: January 31, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Authorization Agreement as of the date written above.

“**Meritage**”

MERITAGE HOMES OF FLORIDA, INC., a(n) Florida corporation (Tampa Division)

DocuSigned by:

Garth Noble

By: 30FD886E6142406...

Name: Garth Noble

Its: Director of Land Development

DocuSigned by:

Steve Harding

By: 92EF16946F17477...

Name: Steve Harding

Its: Region President

“**Contractor**”

DEME CONSTRUCTION, LLC, a(n) Florida limited liability company

DocuSigned by:

Alex Deme

By: 9DB8F5CD88DC8448...

Name: Alex Deme

Its: Vice President

EXHIBIT 1 TO AUTHORIZATION AGREEMENT

PROJECT LEGAL DESCRIPTION

Plat entitled "Rustic Road North Phases 1 & 2", "Rustic Road South Phases 1 & 2", as recorded in Plat Book of the public records of Sarasota County, Florida.

EXHIBIT 2 TO AUTHORIZATION AGREEMENT

SCOPE OF WORK

If plans, specifications and/or drawings for the Work ("Plans") are provided electronically or on compact disc, the Contractor representative acknowledges having received the Plans by signing the applicable Authorization Agreement, and agrees to immediately notify Meritage of any material discrepancies between the Plans received and those issued for bidding purposes.

Plans Reference: Construction Plans dated 5/17/21 Rustic Road North Phases 1 & 2 by Clearview Land Design.

Scope of Work:

General Conditions, Conduit Crossing, Earthwork, Paving, Sanitary Sewer, Storm Drainage, Water Distribution for onsite.

1) General Conditions

- a) Contractor shall provide construction oversight and management necessary to successfully develop and complete the Project in accordance with the Master Land Development Agreement, Authorization Agreement, and Project Schedule, including but not limited to all final municipal approvals and turnover to the homeowner's association, if applicable.
- b) Contractor shall be available for Project meetings within 24 hours of notification by Meritage.
- c) Contractor shall conduct weekly meetings.
- d) Contractor shall obtain necessary permits prior to the start of construction.
- e) Contractor shall update the Project Schedule on a monthly basis.
- f) Contractor agrees this is an unclassified contract. Unclassified is defined as excavation in which there is a single unit price for removal, replacement and or handling, regardless of the proportion of common excavation and rock excavation.
- g) Material pricing increases will be capped at \$150,000.00.

2) Grading and Erosion Control

- a) Contractor shall furnish and install all improvements, including Labor and Materials, as required to complete the Grading of the Project, including, but not limited to SWPPP BMP's, "track-out" devices, temporary sediment basins, over-excavation, moisture conditioning, excavation and embankment, import and/or export of soil, blasting, rock excavation, removal and replacement of unsuitable soils, dewatering, rough grading, subgrade preparation, finish grading, and preparation of building pads, in accordance with the Plans.
- b) All building pads shall be compacted in accordance with the Soils Report and shall be certified by the onsite Geotechnical Engineer. Contractor is responsible for coordinating with site Geotech for the sampling and testing of all materials.
- c) Contractor shall not harm or destroy any protected native plant material. If damage to tagged plant material does occur, Contractor shall be Back Charged for the amount of the replacement plant material.
- d) All trenches are to be mechanically compacted in accordance with the geotechnical report and the Geotechnical Engineer's recommendations.
- e) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

3) Sanitary Sewer and Domestic Water

- a) Contractor shall furnish and install all improvements, including Labor and Materials, as required to complete the Sanitary Sewer and Domestic Water systems, including, but not limited to transmission and trunk lines, main lines, laterals, manholes, valves, valve boxes, fittings, and other appurtenances, corporation stops, curb stops, backflow preventers, meters (where applicable) and meter boxes, in accordance with the Plans.
- b) Contractor is responsible for field verifying all points of connection to the existing system.
- c) Contractor is responsible for any and all trench shoring required due to soils conditions or excessive trench depth.
- d) Residential sewer services will extend 3' beyond PUE and to be marked with a 2" X 4" post painted green.
- e) Residential sewer and water services shall be installed at an elevation not less than 48" below grade. Contractor shall immediately notify Meritage or its representative if minimum cover requirements cannot be met.
- f) Curb stops shall be installed 12" below grade and marked with a 2" X 4" post painted blue.

- g) Water meter boxes shall be installed level with and perpendicular to the adjacent curb and/or sidewalk, after the installation of the curb and/or sidewalk. Contractor shall be responsible for the protection and maintenance of the boxes and lids after installation until acceptance by the governing authority.
- h) Contractor is responsible for the protection and maintenance of water valve boxes, water valve hardware, sewer and storm drain manholes, grade rings, and manhole covers until final pavement adjustments have been completed and all improvements have been accepted by the governing authority.
- i) Contractor shall mark all sewer and water service locations on the face of curb with green or blue paint, respectively.
- j) Contractor shall mark all water valves, sewer manholes, and storm drain termination points prior to street subgrade prep.
- k) All sewer and water systems shall pass all tests as required by all governing authorities having jurisdiction including but not limited to, the local Health Department, Public Works Department, and any other private or quasi-municipal owner of sewer and water systems. Contractor shall obtain all required approvals from said governing authorities within five (5) working days of completion of installation.
- l) All trenches are to be mechanically compacted in accordance with the geotechnical report and the Geotechnical Engineer's recommendations. Contractor shall be responsible for coordinating with site Geotech for the sampling and testing of all materials.
- m) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

4) Storm Sewer and Drainage Structures

- a) Contractor shall furnish and install all Storm Drainage improvements, including Labor and Materials, including but not limited to pipes, inlets, outlets, scuppers, spillways, box culverts, headwalls, detention and retention basins, channels, and inlet, outlet, and slope protection, in accordance with the Plans.
- b) Contractor is responsible for field verifying all points of connection to the existing system prior to the commencement of construction.
- c) Contractor is responsible for any and all trench shoring required due to soils conditions or excessive trench depth.
- d) All trenches are to be mechanically compacted in accordance with the geotechnical report and the Geotechnical Engineer's recommendations. Contractor is responsible for coordinating with site Geotech for the sampling and testing of all materials.
- e) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

5) Concrete Curbs, Sidewalks, Driveways and Miscellaneous Flatwork

- a) Contractor shall furnish and install all Concrete improvements, including Labor and Materials, as shown on the Plans, including but not limited to all curbs, combination curb and gutter, common area sidewalks, valley gutters, miscellaneous concrete pads, and associated subgrade preparation.
- b) Concrete installation and subgrade preparation shall be completed in accordance with the standards described within the Soils Report and on the Plans. Contractor is responsible for coordinating with site Geotech for the sampling and testing of all materials.
- c) Contractor shall be required to backfill all concrete flatwork within 72 hours of completion of installation or as required by Meritage.
- d) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

6) Streets and Roadways

- a) Contractor shall furnish and install all Street and Roadway improvements, including Labor and Materials, including but not limited to all asphalt and concrete pavement, signage, striping, and reflective markers, patching, mill and overlay, seal coat, manhole and valve box adjustment and preparation, and associated grading and subgrade preparation, in accordance with the Plans.
- b) Contractor shall verify the installation of front and rear property corner monuments and shall preserve all monuments throughout the course of construction.
- c) All Street and Roadway construction shall be performed in accordance with the soils report. Contractor shall be responsible for coordinating with site Geotech for the sampling and testing of all materials.
- d) Extreme care shall be taken to prevent damage to existing improvements including curbs, aprons, other concrete structures, and manholes and valve boxes. All existing improvements will be jointly inspected by the Contractor and Meritage staff and any areas damaged prior to the commencement of Street and Roadway construction will be identified. Costs associated with the repair of any new or additional damage resulting from Street and Roadway construction operations shall be the responsibility of the Contractor.

- e) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

EXHIBIT 3 TO AUTHORIZATION AGREEMENTCONTRACT PRICE SCHEDULE

The total Lump Sum Contract Price to be paid to Contractor for the completion, approval, and acceptance of the Scope of Work included in Exhibit 2 of this Authorization Agreement shall be **seventeen million six hundred forty four thousand eight two dollars and ninety three cents (\$17,644,082.93)**. If the Plans are modified by the permitting jurisdiction or by Meritage, the Contract Price may be adjusted to include any increase or decrease in costs directly related to those approved changes. All changes to the Contract Price must be documented in a Meritage issued and approved Change Order. Invoices based on the percentage of the Work completed may be submitted on a monthly basis in accordance with the terms of the MLDA, this AA, and the following Contract Price Schedule at such time as each Work item listed in the Contract Price Schedule is accepted by Meritage as fully completed and installed.

Contract Price Schedule:

N PH 1 - Conduit Crossing (LB 0245)	\$16,678.00
N PH 1 - Earthwork (LB 0245)	\$1,815,187.47
N PH 1 - Roadways (LB 0245)	\$998,704.95
N PH 1 - Sewer (CDD 0246)	\$1,407,827.33
N PH 1 - Sewer (LB 0245)	\$16,467.07
N PH 1 - Storm (CDD 0246)	\$708,355.46
N PH 1 - Storm (LB 0245)	\$8,285.49
N PH 1 - Water (CDD 0246)	\$725,781.43
N PH 1 - Water (LB 0245)	\$8,489.32
S PH 1 - Conduit Crossing (LB 0245)	\$17,915.40
S PH 1 - Earthwork (LB 0245)	\$2,818,431.75
S PH 1 - Roadways (LB 0245)	\$1,195,440.70
S PH 1 - Sewer (CDD 0246)	\$1,534,275.99
S PH 1 - Sewer (LB 0245)	\$17,946.11
S PH 1 - Storm (CDD 0246)	\$1,030,077.74
S PH 1 - Storm (LB 0245)	\$12,048.61
S PH 1 - Water (CDD 0246)	\$897,934.10
S PH 1 - Water (LB 0245)	\$10,502.95
N PH 2 - Conduit Crossing (LB 0250)	\$2,175.60
N PH 2 - Earthwork (LB 0250)	\$15,341.00
N PH 2 - Roadways (LB 0250)	\$497,436.80
N PH 2 - Sewer (CDD 0246)	\$362,458.45
N PH 2 - Sewer (LB 0250)	\$4,239.60
N PH 2 - Storm (CDD 0246)	\$1,012,255.36
N PH 2 - Storm (LB 0250)	\$11,840.14
N PH 2 - Water (CDD 0246)	\$387,678.60
N PH 2 - Water (LB 0250)	\$4,534.60
S PH 2 - Earthwork (LB 0250)	\$26,576.20
S PH 2 - Roadways (LB 0250)	\$638,926.50
S PH 2 - Sewer (CDD 0246)	\$473,522.90
S PH 2 - Sewer (LB 0250)	\$5,538.70
S PH 2 - Storm (CDD 0246)	\$486,232.19
S PH 2 - Storm (LB 0250)	\$5,687.36
S PH 2 - Water (CDD 0246)	\$463,863.29
S PH 2 - Water (LB 0250)	\$5,425.77
Total:	\$17,644,082.93

EXHIBIT 4 TO AUTHORIZATION AGREEMENT

CONSTRUCTION SCHEDULE

All Work shall be complete as directed by Meritage. It is anticipated that initial Work will commence for North PH 1 **December 15, 2021** and final completion shall be no later than **December 6, 2022**.

All Work shall be complete as directed by Meritage. It is anticipated that initial Work will commence for South PH 1 **December 15, 2021** and final completion shall be no later than **January 12, 2023**.

Phase 2 North and South is TBD.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

8C

**Assignment and Assumption of the Rustic Oaks Community Development District
Rustic Roads (Offsite/CDD) Construction Agreement**

This Assignment and Assumption of the **Rustic Roads (Offsite/CDD) Construction Agreement** dated **January 28, 2022** (the “Assignment”) is made effective as of February 9, 2022, by and between **Meritage Homes of Florida, Inc.** (the “Developer”), **Deme Construction, LLC,** (“Contractor”), and the **Rustic Oaks Community Development District** (the "District").

Background Information

The Developer has entered into that certain agreement (the “Agreement”), with the Contractor, attached as **Exhibit “A”**, for the construction of public infrastructure and site development work, together with all any amendments and change orders, is incorporated herein by reference. The District desires to acquire the Agreement from the Developer, and the Developer and Contractor have agreed to an assignment of all of the Developer’s rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Information and Exhibits.** The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
2. **Definitions.** Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
3. **Assignment of the Agreement.** Developer hereby assigns all of Developer’s right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
4. **Assumption of the Agreement.** The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer’s obligations thereunder, subject to the terms and conditions set forth herein.
5. **Funding and Completion of Public Improvements.** The District intends to issue its Special Assessment Bonds, Series 2022, (the “**Series 2022 Bonds**”) which is expected to generate construction funds (the “**Bond Proceeds**”) for payment of a portion of the public improvements described in the Agreement. Subject to the payment provisions for this Assignment and the terms of the Master Indenture, as supplemented, for the Series 2022 Bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds available for such purposes are exhausted. To the extent the Bond Proceeds are unavailable or insufficient to pay for all of the improvements set forth in the Agreement, the Developer shall pay to the District any amounts necessary to fund the shortfall (“**Shortfall**”) between the available Bond Proceeds and the total amount owed under the Agreement.
6. **Retainage Amount Modification.** To conform to the requirements of Florida law, the Agreement is amended as follows:

Contractor shall submit applications for payment to the District on a monthly basis. Based upon the applications for payment submitted to the District by the Contractor each month and certificates for payment issued by the District Engineer, the District shall make progress payments on account of the total compensation to the Contractor as provided in this Agreement for the period ending the 25th day of each month. The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, Florida Statutes.

7. **Sales Tax Exemption.** The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "**Sales Tax**"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District (at its request) to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.
8. **Performance Bond and Labor and Material Payment Bond.** The Contractor shall furnish bonds covering the faithful performance of this Agreement and payment of all obligations arising hereunder. The cost of such bonds shall be included in the compensation. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to the Developer amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."
9. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the

Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

- 10. Public Records.** As required under Section 119.0701, Florida Statutes, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT WRATHELL@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410, W. BOCA RATON, FLORIDA 33431.

- 11. Insurance.** The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
- 12. Indemnification.** Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
- 13. Notice.** Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party and shall be deemed received upon actual receipt by mail or facsimile, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Rustic Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
Telephone: (561) 571-0010

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634
Attn: District Counsel
Telephone: (813) 901-4945

To the Contractor: Deme Construction, LLC
3301 Whitfield Ave.
Sarasota, Florida 34243

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

Deme Construction, LLC
a Florida limited liability company

DocuSigned by:
Alex Deme
By: _____
Name: Alex Deme
Title: Vice President
2/9/2022

Meritage Homes of Florida, Inc.
a Florida corporation

DocuSigned by:
Steve Harding
By: _____
Name: Steve Harding
Title: Division President
2/9/2022

**Rustic Oaks
Community Development District**

DocuSigned by:
Garth Noble
Name: Garth Noble
Chair of the Board of Supervisors
2/9/2022

Project Name: Rustic Road (Offsite/CDD)

Contract No.: 80186673

Vendor Name: Deme Construction, LLC Vendor No.: 557127

Cost Code: 10505, 11020, 10620, 10825 & 10710 Job No.: 92002469950

AUTHORIZATION AGREEMENT

THIS AUTHORIZATION AGREEMENT (“**Authorization Agreement**”) dated February 1, 2022 is made and entered into as of the “**Effective Date**”, by and between “**Meritage**” and “**Contractor**” (each as defined below), in connection with, and upon and subject to the terms and conditions of, that certain Master Land Development Agreement between Meritage and Contractor dated June 18, 2019 (the “**Master Agreement**”). Meritage may be referred to as “Developer” in the Master Agreement.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Defined Terms. Initially capitalized terms used and not otherwise defined in this Authorization Agreement shall have the meanings given to them in the Master Agreement, which Master Agreement is fully incorporated herein by this reference.
2. Project Location. The legal description for the Project is set forth in the attached Exhibit 1.
3. The Work. Contractor shall perform the Work described in the Master Agreement and the Scope of Work attached as Exhibit 2 in strict compliance with the Contract Documents. Notwithstanding the fact that this Authorization Agreement is executed as of the date set forth above, the parties recognize that a portion of the Work may have been performed prior to such date and Contractor shall not be entitled to any compensation for such prior Work except as expressly provided in this Authorization Agreement and the Master Agreement. All of Contractor’s liabilities and obligations to Meritage under this Authorization Agreement and the Master Agreement shall apply to all Labor performed and Materials provided by or on behalf of Contractor prior to the execution of this Authorization Agreement, notwithstanding the fact that such Labor or Materials may have been performed or provided prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings or otherwise, unless such Labor and Materials were (i) not a portion of the Work described in Exhibit 2 attached hereto, and (ii) satisfactorily performed, provided and completed pursuant to a written agreement duly executed by Meritage and Contractor prior to the date hereof, in which case the terms and conditions of such written agreement shall govern solely to the extent such Labor and Materials were authorized and satisfactorily performed, provided and completed thereunder.
4. Contract Price. The Contract Price for the Work shall be as set forth on the Contract Price Schedule attached as Exhibit 3 (or any updated Contract Price Schedule or Change Order(s) issued by Meritage in connection with this Authorization Agreement).
5. Performance Schedule. Upon execution of this Authorization Agreement, Contractor shall commence the Work and shall achieve Completion of the Work in accordance with Section 2.1 of the Master Agreement and the Construction Schedule attached as Exhibit 4.
6. Project Owner. The Project Owner is Meritage.
7. Effective Date: January 28, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Authorization Agreement as of the date written above.

“Meritage”

MERITAGE HOMES OF FLORIDA, INC., a(n) Florida corporation (Tampa Division)

DocuSigned by:
Garth Noble
By: _____
30FD888E6142406...

Name: Garth Noble

Its: Director of Land Development

DocuSigned by:
Steve Harding
By: _____
92EF16940F17477...

Name: Steve Harding

Its: Region President

“Contractor”

DEME CONSTRUCTION, LLC, a(n) Florida limited liability company

DocuSigned by:
Alex Deme
By: _____
CDB8E5CD8DC8448

Name: Alex Deme

Its: Vice President

EXHIBIT 1 TO AUTHORIZATION AGREEMENT

PROJECT LEGAL DESCRIPTION

Plat entitled "Rustic Road North Phases 1 & 2", "Rustic Road South Phases 1 & 2", as recorded in Plat Book of the public records of Sarasota County, Florida.

EXHIBIT 2 TO AUTHORIZATION AGREEMENT

SCOPE OF WORK

If plans, specifications and/or drawings for the Work ("Plans") are provided electronically or on compact disc, the Contractor representative acknowledges having received the Plans by signing the applicable Authorization Agreement, and agrees to immediately notify Meritage of any material discrepancies between the Plans received and those issued for bidding purposes.

Plans Reference: Construction Plans dated 5/17/21 Rustic Road North Phases 1 & 2 by Clearview Land Design.

Scope of Work:

General Conditions, Earthwork, Paving, Sanitary Sewer, Storm Drainage, Water Distribution for Offsite.

1) General Conditions

- a) Contractor shall provide construction oversight and management necessary to successfully develop and complete the Project in accordance with the Master Land Development Agreement, Authorization Agreement, and Project Schedule, including but not limited to all final municipal approvals and turnover to the homeowner's association, if applicable.
- b) Contractor shall be available for Project meetings within 24 hours of notification by Meritage.
- c) Contractor shall conduct weekly meetings.
- d) Contractor shall obtain necessary permits prior to the start of construction.
- e) Contractor shall update the Project Schedule on a monthly basis.
- f) Contractor agrees this is an unclassified contract. Unclassified is defined as excavation in which there is a single unit price for removal, replacement and or handling, regardless of the proportion of common excavation and rock excavation.
- g) Material pricing increases will be capped at \$150,000.00.

2) Grading and Erosion Control

- a) Contractor shall furnish and install all improvements, including Labor and Materials, as required to complete the Grading of the Project, including, but not limited to SWPPP BMP's, "track-out" devices, temporary sediment basins, over-excavation, moisture conditioning, excavation and embankment, import and/or export of soil, blasting, rock excavation, removal and replacement of unsuitable soils, dewatering, rough grading, subgrade preparation, finish grading, and preparation of building pads, in accordance with the Plans.
- b) All building pads shall be compacted in accordance with the Soils Report and shall be certified by the onsite Geotechnical Engineer. Contractor shall be responsible for coordinating with site Geotech for the sampling and testing of all materials.
- c) Contractor shall not harm or destroy any protected native plant material. If damage to tagged plant material does occur, Contractor shall be Back Charged for the amount of the replacement plant material.
- d) All trenches are to be mechanically compacted in accordance with the geotechnical report and the Geotechnical Engineer's recommendations.
- e) Contractor shall be required to restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

3) Sanitary Sewer and Domestic Water

- a) Contractor shall furnish and install all improvements, including Labor and Materials, as required to complete the Sanitary Sewer and Domestic Water systems, including, but not limited to transmission and trunk lines, main lines, laterals, manholes, valves, valve boxes, fittings, and other appurtenances, corporation stops, curb stops, backflow preventers, meters (where applicable) and meter boxes, in accordance with the Plans.
- b) Contractor is responsible for field verifying all points of connection to the existing system.
- c) Contractor is responsible for any and all trench shoring required due to soils conditions or excessive trench depth.
- d) Residential sewer services will extend 3' beyond PUE and to be marked with a 2" X 4" post painted green.
- e) Residential sewer and water services shall be installed at an elevation not less than 48" below grade. Contractor shall immediately notify Meritage or its representative if minimum cover requirements cannot be met.
- f) Curb stops shall be installed 12" below grade and marked with a 2" X 4" post painted blue.

- g) Water meter boxes shall be installed level with and perpendicular to the adjacent curb and/or sidewalk, after the installation of the curb and/or sidewalk. Contractor shall be responsible for the protection and maintenance of the boxes and lids after installation until acceptance by the governing authority.
- h) Contractor is responsible for the protection and maintenance of water valve boxes, water valve hardware, sewer and storm drain manholes, grade rings, and manhole covers until final pavement adjustments have been completed and all improvements have been accepted by the governing authority.
- i) Contractor shall mark all sewer and water service locations on the face of curb with green or blue paint, respectively.
- j) Contractor shall mark all water valves, sewer manholes, and storm drain termination points prior to street subgrade prep.
- k) All sewer and water systems shall pass all tests as required by all governing authorities having jurisdiction including but not limited to, the local Health Department, Public Works Department, and any other private or quasi-municipal owner of sewer and water systems. Contractor shall obtain all required approvals from said governing authorities within five (5) working days of completion of installation.
- l) All trenches are to be mechanically compacted in accordance with the geotechnical report and the Geotechnical Engineer's recommendations. Contractor is responsible for coordinating with site Geotech for the sampling and testing of all materials.
- m) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

4) Storm Sewer and Drainage Structures

- a) Contractor shall furnish and install all Storm Drainage improvements, including Labor and Materials, including but not limited to pipes, inlets, outlets, scuppers, spillways, box culverts, headwalls, detention and retention basins, channels, and inlet, outlet, and slope protection, in accordance with the Plans.
- b) Contractor is responsible for field verifying all points of connection to the existing system prior to the commencement of construction.
- c) Contractor is responsible for any and all trench shoring required due to soils conditions or excessive trench depth.
- d) All trenches are to be mechanically compacted in accordance with the geotechnical report and the Geotechnical Engineer's recommendations. Contractor is responsible for coordinating with site Geotech for the sampling and testing of all materials.
- e) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

5) Concrete Curbs, Sidewalks, Driveways and Miscellaneous Flatwork

- a) Contractor shall furnish and install all Concrete improvements, including Labor and Materials, as shown on the Plans, including but not limited to all curbs, combination curb and gutter, common area sidewalks, valley gutters, miscellaneous concrete pads, and associated subgrade preparation.
- b) Concrete installation and subgrade preparation shall be completed in accordance with the standards described within the Soils Report and on the Plans. Contractor is responsible for coordinating with site Geotech for the sampling and testing of all materials.
- c) Contractor is required to backfill all concrete flatwork within 72 hours of completion of installation or as required by Meritage.
- d) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

6) Streets and Roadways

- a) Contractor shall furnish and install all Street and Roadway improvements, including Labor and Materials, including but not limited to all asphalt and concrete pavement, signage, striping, and reflective markers, patching, mill and overlay, seal coat, manhole and valve box adjustment and preparation, and associated grading and subgrade preparation, in accordance with the Plans.
- b) Contractor shall verify the installation of front and rear property corner monuments and shall preserve all monuments throughout the course of construction.
- c) All Street and Roadway construction shall be performed in accordance with the soils report. Contractor shall be responsible for coordinating with site Geotech for the sampling and testing of all materials.
- d) Extreme care shall be taken to prevent damage to existing improvements including curbs, aprons, other concrete structures, and manholes and valve boxes. All existing improvements will be jointly inspected by the Contractor and Meritage staff and any areas damaged prior to the commencement of Street and Roadway construction will be identified. Costs associated with the repair of any new or additional damage resulting from Street and Roadway construction operations shall be the responsibility of the Contractor.

- e) Contractor shall restore any disturbed areas to grade upon completion of backfill and compaction operations. Care shall be taken at time of trenching, that spoils shall not be left on building pad area. Contractor is responsible for daily site cleanup of debris or excess materials.

EXHIBIT 3 TO AUTHORIZATION AGREEMENTCONTRACT PRICE SCHEDULE

The total Lump Sum Contract Price to be paid to Contractor for the completion, approval, and acceptance of the Scope of Work included in Exhibit 2 of this Authorization Agreement shall be **four million sixty-six thousand four hundred thirty-five dollars and fifteen cents (\$4,066,435.15)**. If the Plans are modified by the permitting jurisdiction or by Meritage, the Contract Price may be adjusted to include any increase or decrease in costs directly related to those approved changes. All changes to the Contract Price must be documented in a Meritage issued and approved Change Order. Invoices based on the percentage of the Work completed may be submitted on a monthly basis in accordance with the terms of the MLDA, this AA, and the following Contract Price Schedule at such time as each Work item listed in the Contract Price Schedule is accepted by Meritage as fully completed and installed.

Contract Price Schedule:

Offsite Earthwork	\$403,525.65
Offsite Paving	\$1,850,924.85
Offsite Sewer	\$452,104.10
Offsite Storm	\$284,941.55
Offsite Water	\$1,074,939.00

Total: **\$4,066,435.15**

EXHIBIT 4 TO AUTHORIZATION AGREEMENT

CONSTRUCTION SCHEDULE

All work shall be complete as directed by Meritage. It is anticipated that initial work will commence **December 15, 2021** and final completion shall be no later than **September 12, 2022**.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2021/2022 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2021/2022 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2021/2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 16th day of February, 2022.

ATTEST:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Comp. Exhibit A: Fiscal Year 2021/2022 Annual Meeting Schedule

EXHIBIT "A"

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION <i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February __, 2022	Regular Meeting	__:__ AM/PM
March __, 2022	Regular Meeting	__:__ AM/PM
April __, 2022	Regular Meeting <i>(presentation of FY2023 proposed budget)</i>	__:__ AM/PM
May __, 2022	Regular Meeting	__:__ AM/PM
June __, 2022	Regular Meeting	__:__ AM/PM
July __, 2022	Regular Meeting	__:__ AM/PM
August __, 2022	Public Hearing and Regular Meeting <i>(adoption of FY2023 budget)</i>	__:__ AM/PM
September __, 2022	Regular Meeting	__:__ AM/PM

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2022-08

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____ and within Sarasota County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of February, 2022.

ATTEST:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

11

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2021**

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General Fund	Total Governmental Funds
ASSETS		
Undeposited funds	\$ 28,476	\$ 28,476
Due from Landowner	2,500	2,500
Total assets	\$ 30,976	\$ 30,976
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 24,976	\$ 24,976
Landowner advance	6,000	6,000
Total liabilities	30,976	30,976
 DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	2,500	2,500
Total deferred inflows of resources	2,500	2,500
 Fund balances:		
Unassigned	(2,500)	(2,500)
Total fund balances	(2,500)	(2,500)
 Total liabilities, deferred inflows of resources and fund balances		
	\$ 30,976	\$ 30,976

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 22,475	\$ 22,475	\$ 97,290	23%
Total revenues	<u>22,475</u>	<u>22,475</u>	<u>97,290</u>	23%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	6,000	44,000	14%
Legal	88	460	25,000	2%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,000	0%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,146</u>	<u>11,635</u>	<u>97,290</u>	12%
Excess/(deficiency) of revenues over/(under) expenditures	20,329	10,840	-	
Fund balances - beginning	<u>(22,829)</u>	<u>(13,340)</u>	-	
Fund balances - ending	<u>\$ (2,500)</u>	<u>\$ (2,500)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**These items will be realized the year after the issuance of bonds.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT

**MINUTES OF MEETING
RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Rustic Oaks Community Development District held a Special Meeting on January 19, 2022, at 1:00 P.M., at the Comfort Suites Sarasota – Siesta Key, 5690 Honoré Avenue, Sarasota, Florida 34233.

Present at the meeting were:

Garth Noble	Chair
Jerry Tomberlin	Vice Chair
Jessica Reschke	Assistant Secretary
Matt O'Brien (via telephone)	Assistant Secretary
Chris Torres (via telephone)	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC (WHA)
Jordan Schrader (via telephone)	Interim District Engineer
John Vericker (via telephone)	District Counsel
Cynthia Wilhelm (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:15 p.m. Supervisors Noble, Tomberlin and Reschke were present in person. Supervisors Torres and O'Brien were attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Presentation/Consideration of Preliminary
Supplemental Special Assessment
Methodology Report**

39 Mr. Wrathell presented the Preliminary Supplemental Special Assessment Methodology
40 Report dated January 19, 2022 that would be included as part of the bond offering documents.

41 Discussion ensued regarding making changes to the Report, such as the named
42 Developer and inserting information that the Landowner will be responsible for the
43 assessments, as well as having Table 6 revised to show the cost of collection and early payment
44 discount on the tax bill.

45 Mr. Vericker asked which entity would execute the Completion Agreement. Mr.
46 Tomberlin replied Meritage Homes, Inc. The Agreement would be approved in substantial form,
47 pending clarification regarding the name, who should execute the closing documents and which
48 attendees are required to attend the closing. Other internal discussions pertaining to permits,
49 reviewing language in the documents regarding the Completion Agreement and discussions
50 with Mr. Kessler and Mr. Vericker were necessary.

51 The following changes were made:

52 Pages 2 through 3, Section 2.2, The Development Program: Change "JEN Tampa 1, LLC"
53 to "Meritage Homes, Inc." and insert description specifying that the Landowner, serving as the
54 land banker, is responsible for the assessments.

55 Page 15, Table 6: Revise to show the cost of collection and early payment discount on
56 the tax bill.

57

58 **On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor,**
59 **the Preliminary Supplemental Special Assessment Methodology Report dated**
60 **January 19, 2022, as amended and in substantial form, was approved.**

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63 **FOURTH ORDER OF BUSINESS**

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Consideration of Resolution 2022-02, Delegating to the Chairman of the Board Of Supervisors of Rustic Oaks Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Rustic Oaks Community Development District Capital Improvement Revenue Bonds, Series 2022, as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2022 Bonds") in Order to Finance the Series 2022 Project; Establishing the

73 Parameters for the Principal Amounts, Interest
74 Rates, Maturity Dates, Redemption Provisions and
75 Other Details Thereof; Approving the Form of and
76 Authorizing the Chairman to Accept the Bond
77 Purchase Contract for the Series 2022 Bonds;
78 Approving a Negotiated Sale of the Series 2022
79 Bonds to the Underwriter; Approving the Forms of
80 the Master Trust Indenture and First Supplemental
81 Trust Indenture and Authorizing the Execution and
82 Delivery Thereof by Certain Officers of the District;
83 Appointing a Trustee, Paying Agent and Bond
84 Registrar for the Series 2022 Bonds; Approving the
85 Form of the Series 2022 Bonds; Approving the Form
86 of and Authorizing the Use of the Preliminary
87 Limited Offering Memorandum and Limited Offering
88 Memorandum Relating to the Series 2022 Bonds;
89 Approving the Form of the Continuing Disclosure
90 Agreement Relating to the Series 2022 Bonds;
91 Authorizing Certain Officers of the District to Take
92 All Actions Required and to Execute and Deliver All
93 Documents, Instruments and Certificates Necessary
94 in Connection with the Issuance, Sale and Delivery
95 of the Series 2022 Bonds; Authorizing the Vice
96 Chairman and Assistant Secretaries to Act in the
97 Stead of the Chairman or the Secretary, as the Case
98 May Be; Specifying the Application of the Proceeds
99 of the Series 2022 Bonds; Authorizing Certain
100 Officers of the District to Take All Actions and Enter
101 Into All Agreements Required in Connection with
102 the Acquisition and Construction of the Series 2022
103 Project; and Providing an Effective Date
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105 Ms. Wilhelm presented Resolution 2022-02. The Bond Delegation Resolution
106 accomplishes the following:

- 107 ➤ Delegates authority to the Chair to enter into the Bond Purchase Contract, subject to it
108 being within the parameters approved by the Board and set forth in Schedule I.
- 109 ➤ Approves, in substantial form, the various documents needed to market and sell the
110 bonds.
- 111 ➤ Sets forth the parameters of the bonds in Schedule I.
- 112 ➤ Sets forth that the maximum principal amount of bonds shall not exceed \$20 million.

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On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, Resolution 2022-02, including all documents in substantial form, Delegating to the Chairman of the Board Of Supervisors of Rustic Oaks Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Rustic Oaks Community Development District Capital Improvement Revenue Bonds, Series 2022, as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2022 Bonds") in Order to Finance the Series 2022 Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2022 Bonds; Approving a Negotiated Sale of the Series 2022 Bonds to the Underwriter; Approving the Forms of the Master Trust Indenture and First Supplemental Trust Indenture and Authorizing the Execution and Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Bond Registrar for the Series 2022 Bonds; Approving the Form of the Series 2022 Bonds; Approving the Form of and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2022 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2022 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection with the Issuance, Sale and Delivery of the Series 2022 Bonds; Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May Be; Specifying the Application of the Proceeds of the Series 2022 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter Into All Agreements Required in Connection with the Acquisition and Construction of the Series 2022 Project; and Providing an Effective Date, was adopted.

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FIFTH ORDER OF BUSINESS

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Consideration of Resolution 2022-03, Designating a Date, Time, and Location of a Public Hearing Regarding the District’s Intent to Use the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

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Mr. Wrathell presented Resolution 2022-03 and read the title. The purpose of this is to enable the CDD to use the services of the Property Appraiser and Tax Collector.

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On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, Resolution 2022-03, Designating a Date, Time, and Location of March 21, 2022 at 1:30 p.m., at the Comfort Suites Sarasota – Siesta Key, 5690 Honoré Avenue, Sarasota, Florida 34233, for a Public Hearing Regarding the District’s Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Bond Financing Team Funding Agreement

Mr. Wrathell presented the Bond Financing Team Funding Agreement. He discussed how the Developer funding requests for the operation of the CDD are processed; funding requests should be submitted to Mr. Noble. The Developer’s name, Meritage Homes, Inc., and address would be inserted into the Agreement.

On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, the Bond Financing Team Funding Agreement between the Rustic Oaks Community Development District and Meritage Homes, Inc., as amended, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-04, Approving a Proposed Budget for Fiscal Year Ending September 30, 2021 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Wrathell presented Resolution 2022-04 and the proposed Fiscal Year 2021 budget. As this is a Developer-funded budget, the Developer would fund the CDD’s expenses as they are incurred.

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On MOTION by Ms. Reschke and seconded by Mr. Tomberlin, with all in favor, Resolution 2022-04, Approving a Proposed Budget for Fiscal Year Ending September 30, 2021 and Setting a Public Hearing Thereon Pursuant to Florida Law for March 21, 2022 at 1:30 p.m., at the Comfort Suites Sarasota – Siesta Key, 5690 Honoré Avenue, Sarasota, Florida 34233; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

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EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date

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Mr. Wrathell presented Resolution 2022-05 and the proposed Fiscal Year 2022 budget.

He did not expect the CDD to reach the threshold necessary to require an audit this year.

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On MOTION by Mr. Noble and seconded by Mr. Torres, with all in favor, Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law for March 21, 2022 at 1:30 p.m. at the Comfort Suites Sarasota – Siesta Key, 5690 Honoré Avenue, Sarasota, Florida 34233; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date, was adopted.

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NINTH ORDER OF BUSINESS

Consideration of Fiscal Year 2021/2022 Budget Funding Agreement

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Mr. Wrathell presented the Bond Financing Team Funding Agreement for Fiscal Year 2022. He reiterated that funding requests should be submitted to Mr. Noble and that the Developer’s name, Meritage Homes, Inc., and address would be inserted into the Agreement.

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On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, the Fiscal Year 2021/2022 Budget Funding Agreement, as amended, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date

This item was deferred to the next meeting.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-07, To Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date

A. Rules of Procedure

B. Notices

- **Notice of Rule Development**
- **Notice of Rulemaking**

These items were included for informational purposes.

Mr. Wrathell presented Resolution 2022-07.

On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, Resolution 2022-07, To Designate Date, Time and Place of March 21, 2022 at 1:30 p.m., at the Comfort Suites Sarasota – Siesta Key, 5690 Honoré Avenue, Sarasota, Florida 34233, for the Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Authorization of Request for Qualifications (RFQ) for Engineering Services

270 Mr. Wrathell presented the RFQ for Engineering Services and discussed the process of
271 selecting a District Engineer. Responses to the RFQ would be presented at the March meeting.

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On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, the Request for Qualifications for Engineering Services and authorizing Staff to advertise, was approved.

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THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2022-08, Designating the Preliminary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

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283 This item was deferred to the next meeting.

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FOURTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2021

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

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On MOTION by Mr. Tomberlin and seconded by Ms. Reschke, with all in favor, Unaudited Financial Statements as of November 30, 2021, were accepted.

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FIFTEENTH ORDER OF BUSINESS

Approval of Minutes

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296 Mr. Wrathell presented the following Meeting Minutes:

297 **A. September 13, 2021 Landowners' Meeting**

298 **B. September 13, 2021 Public Hearings and Regular Meeting**

299 **C. December 20, 2021 Special Meeting Minutes**

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On MOTION by Ms. Reschke and seconded by Mr. Noble, with all in favor, the September 13, 2021 Landowners' Meeting, September 13, 2021 Public Hearings and Regular Meeting and December 20, 2021 Special Meeting Minutes, as presented, were approved.

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307 **SIXTEENTH ORDER OF BUSINESS** **Staff Reports**

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309 **A. District Counsel: *Straley Robin Vericker***

310 There was no report.

311 **B. District Engineer (Interim): *Clearview Land Design, P.L.***

312 Mr. Schrader noted that, in terms of marketing the community, the name is “Magnolia
313 Bay”. He stated that Clearview Land Design engaged Ms. Tonja Stewart, of Stantec, to prepare
314 the 20-Year Stormwater/Wastewater Needs Analysis Report. A Work Order would be presented
315 at the March meeting.

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

- 317 • **NEXT MEETING DATE: TBD**

- 318 ○ **QUORUM CHECK**

319 The next meeting would be held on February 16, 2022 at 1:30 pm.

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321 **SEVENTEENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

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323 There were no Board Members’ comments or requests.

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325 **EIGHTEENTH ORDER OF BUSINESS** **Public Comments**

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327 There were no public comments.

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329 **NINETEENTH ORDER OF BUSINESS** **Adjournment**

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331 There being nothing further to discuss, the meeting adjourned.

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333 **On MOTION by Ms. Reschke and seconded by Mr. Tomberlin, with all in favor,**
334 **the meeting adjourned at 2:25 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair