

RUSTIC OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

July 23, 2024

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

July 16, 2024

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 July 23, 2024 at 12:00 p.m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-07, Authorizing an Eminent Domain Action on Property Outside the District; Approving the Form of a Funding Agreement; Authorizing the Engagement of Necessary Consultants; Providing Further Authorization; Providing for Severability; and Providing for an Effective Date
4. Consider Engagement of Special Counsel, Hill, Ward & Henderson, P.A. for District Representation in Eminent Domain Action
5. Consideration of Resolution 2024-08, Determining the Necessity for Acquisition of all Necessary Real Property Interests Within Rustic Oaks and Ranch Road Extensions by the power of Eminent Domain
6. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
7. Acceptance of Unaudited Financial Statements as June 30, 2024
8. Approval of May 20, 2024 Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Clearview Land Design, P.L.*

ATTENDEES:

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

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

- 4 Registered Voters in District as of April 15, 2024
- NEXT MEETING DATE: August 19, 2024 at 1:30 PM [Adoption of FY2025 Budget]

○ QUORUM CHECK

SEAT 1	GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JESSICA RESCHKE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARTHA SCHIFFER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MEGAN GERMINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOHN KAKRIDAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

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

Sincerely,



Kristen Suit
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

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RESOLUTION NO. 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN EMINENT DOMAIN ACTION ON PROPERTY OUTSIDE THE DISTRICT; APPROVING THE FORM OF A FUNDING AGREEMENT; AUTHORIZING THE ENGAGEMENT OF NECESSARY CONSULTANTS; PROVIDING FURTHER AUTHORIZATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Rustic Oaks Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes;

WHEREAS, as a condition for development within the District, Sarasota County (the "**County**") requires the conveyance of a certain public right-of-way in Ranch Road/Rustic Road to the County;

WHEREAS, certain lands required for the public right-of-way have complex title issues that cannot be easily resolved through traditional methods of title transfer;

WHEREAS, the Board of Supervisors of the District (the "**Board**") has determined it is in the best interests of the District to exercise the District's power of eminent domain in Section 190.011, Florida Statutes, to take title of the lands necessary to enable the conveyance of the right-of-way to the County (the "**Eminent Domain Action**");

WHEREAS, the District already adopted its preliminary budget and cannot increase it or raise funds necessary for the Eminent Domain Action;

WHEREAS, the developer of the community, Meritage Homes of Florida, Inc. (the "**Developer**"), is willing to enter into the Eminent Domain Action Funding Agreement (the "**Funding Agreement**") attached hereto as **Exhibit A** to cover any and all expenses associated with the Eminent Domain Action; and

WHEREAS, the Board has determined it is in the best interests of the District to engage special legal counsel and other professional consultants, as may be necessary to assist the District with the Eminent Domain Action.

NOW THEREFORE, BE IT RESOLVED THAT:

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.
2. **Authorization of Eminent Domain Action.** The Board hereby authorizes the Eminent Domain Action, to the extent the District is authorized under section 190.011, Florida Statutes.
3. **Approval of Funding Agreement in Substantial Form.** The Board hereby approves the terms, provisions and conditions of the Funding Agreement in substantial form and authorizes the Chair to execute the Funding Agreement.

4. **Authorization to Engage Consultants.** The Board hereby authorizes the engagement of special legal counsel and other professional consultants, as may be necessary to assist the District in the Eminent Domain Action.
5. **Further Authorization.** The Board hereby authorizes and directs the Chair, the Vice Chair, any other member of the Board, the District Counsel, and the District Manager to take any such action and execute such other documents as may further be required to carry out the intent of the foregoing.
6. **Severability.** If any section or part of a section of this Resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, 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.
7. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded, repealed, replaced, or superseded.

PASSED AND ADOPTED THIS 23RD DAY OF JULY, 2024.

ATTEST:

**RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Assistant Secretary

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

Exhibit A: Funding Agreement

Eminent Domain Action Funding Agreement

This Eminent Domain Action Funding Agreement (this “**Agreement**”) is made and entered into as of July 23, 2024, between the **Rustic Oaks Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 and **Meritage Homes of Florida, Inc.**, a Florida corporation, (the “**Developer**”), whose mailing address is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260.

Recitals

WHEREAS, as a condition for development of the District, Sarasota County (the “**County**”) requires the conveyance of a certain public right-of-way in Ranch Road/Rustic Road to the County.

WHEREAS, certain lands required for the public right-of-way have complex title issues that cannot be easily resolved through traditional methods of title transfer;

WHEREAS, the District has authorized an eminent domain action to take title of the lands necessary to enable the conveyance of the right-of-way to the County (the “**Eminent Domain Action**”);

WHEREAS, the District will incur expenses associated with the Eminent Domain Action that may include but not be limited to legal fees, administrative fees, court costs/filing fees and professional fees.

WHEREAS, the District has authorized the engagement of special legal counsel and other professional consultants, as may be necessary to assist the District in the Eminent Domain Action;

WHEREAS, the District already adopted its preliminary budget and cannot increase it or raise funds necessary for the Eminent Domain Action;

WHEREAS, Developer agrees to pay any and all such expenses associated with the District’s Eminent Domain Action;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

Operative Provisions

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

1. **Funding Obligations.** The Developer agrees to pay directly and/or reimburse the District for any and all expenses associated with the Eminent Domain Action. Such payments shall be made within 30 days of written request for funding by the District.
2. **Right to Lien Property.**
 - a. The District shall have the right to file a continuing lien (“**Lien**”) upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident

to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.

- b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the Eminent Domain Action Funding Agreement" in the public records of Sarasota County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
3. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
4. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
5. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
6. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
7. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
8. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
9. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

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

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

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

**Rustic Oaks Community
Development District**

Garth Noble
Chair of the Board of Supervisors

Meritage Homes of Florida, Inc.,
a Florida corporation

Name: _____
Title: _____

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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July 16, 2024

Via email: gnoble@rusticoakscdd.net

Garth Noble, Chair
Board of Supervisors
Rustic Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Rustic Oaks Community Development District
Engagement as Counsel

Dear Mr. Noble:

Thank you for requesting Hill, Ward & Henderson, P.A.'s representation of Rustic Oaks Community Development District (the "District") as eminent domain counsel for the purpose of acquiring certain private property interests existing in Ranch Road / Rustic Road, a public right of way located in Sarasota County, Florida. The engagement will involve exercising the power of eminent domain granted to the District by virtue of section 190.011(11), Florida Statutes, utilizing the procedures set forth in chapter 73, Florida Statutes, including the "quick take" provisions found in chapter 74, Florida Statutes. We look forward to serving the District's needs in this matter and establishing a mutually satisfactory relationship. Our engagement began on June 21, 2024.

As is the custom of our firm, I am writing to you to confirm our engagement as counsel and to provide you with certain information concerning our billing policies. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm the nature and terms of our engagement.

The professional fees in this matter will be based principally on an hourly rate basis for the work performed. However, our fees may be adjusted by additional amounts to reflect the reasonable value of our services where objectively justified based on: (a) the unique or unusually complex nature of any particular matter handled, (b) any special expertise required, (c) the results obtained, (d) expedited time constraints and (e) other similar circumstances. Any estimate we provided may also be affected by these same considerations.

I am listing below the names and current hourly rates (as of January 1, 2024) of the professionals whom I anticipate will be involved initially with this matter.

Robert E. V. Kelley, Jr.	\$685	Shareholder
Trae S. Weingardt	\$405	Associate
Donna Armeni	\$310	Paralegal

Garth Noble, Chair

July 16, 2024

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As with any matter, we may also utilize other shareholders and associates in the firm who have rates between those set forth above. I would note that our hourly rates are subject to adjustment on an annual basis, typically in January of each year.

The fees for this engagement will be billed directly to and paid by Meritage Homes Corporation.

The attached engagement terms are part of this letter. If the terms in this letter and the attached engagement terms are satisfactory to you, please so indicate by signing and returning to me a copy of this letter.

We appreciate the opportunity to represent Rustic Oaks Community Development District in this matter.

Sincerely,

HILL WARD HENDERSON

A handwritten signature in blue ink, appearing to read "Robert E. V. Kelley, Jr.", written in a cursive style.

Robert E. V. Kelley, Jr.

Enclosure

Approved this ____ day of July, 2024.

Rustic Oaks Community Development District

By: _____
Garth Noble, Chair

Hill, Ward & Henderson, P.A.

Engagement Terms

We appreciate the opportunity to serve as your legal counsel for the matter described in our accompanying representation letter. These supplemental terms of engagement apply to all legal services that we provide on your behalf and summarize our billing practices and administrative procedures.

Unless otherwise specified in the representation letter, we will render monthly invoices throughout our representation, and our invoices are due within thirty days. Our invoices typically contain a brief description of the work performed, the individual performing the work, the time required to perform the work, and itemize the costs incurred. In the event the State of Florida should enact a tax on legal services, the required tax will be added to our invoice.

If we have received an advance fee deposit from you, we will apply the fee deposit to the last monthly invoice for the matter. If the fee deposit exceeds the amount of our final bill, we will refund the excess to you. We reserve the right to apply any advance fee to interim invoices and, if we do, you agree to promptly replenish the advance fee at our request.

Except in contingent or fixed-fee representations, our fees normally will be based on the hourly billing rates for the lawyers and paralegals performing the services. We record billable work performed in increments of one-tenth of an hour and periodically adjust the hourly billing rates of our lawyers and paralegals to recognize advancement in their knowledge or experience, and to reflect increases in the cost associated with the performance of legal services.

Our invoices may include cost advances that we have made on your behalf and charges for internal services. Cost advances include such items as travel expenses, courier services, service of process fees, photocopy charges by third parties, filing fees, recording fees, lien and judgment searches, expert witnesses, court reporter services, corporate record books, and registration fees charged by governmental authorities. Such costs advanced on your behalf will be billed to you without any mark-up for our administrative cost to process and pay the invoices. While traveling on client business, the firm charges for travel time at standard hourly rates and will charge all costs advanced for airline, hotel, rental cars, meals, etc. at cost to your account. We may request a cost deposit when we expect to incur substantial costs on your behalf.

Internal services typically include such items as postage, photocopies, fax transmissions, computer research expense, mileage incurred by internal messengers, and other costs necessitated by the representation. The charge made for these internal services may be based on customary market rates, or by pro-rata allocation of consolidated billing

statements from vendors, or on a subjective unit-cost basis for ease of administration, which may not be indicative of actual cost.

You are responsible for all advance costs and internal service charges incurred by the firm in connection with your representation.

You acknowledge that we have made no guarantees as to the outcome of the matter for which we have been retained, and you understand that any expressions relative to the outcome or other issues are merely our opinions and professional judgment.

Should any dispute arise concerning our services provided to you or our statements, the dispute will be settled by arbitration. The arbitration shall be heard in Tampa, Florida by a panel of three arbitrators, all of whom must be practicing attorneys in that state, with one arbitrator to be selected by each party and the third to be chosen by the two arbitrators selected by the parties. The arbitration shall be conducted according to the procedures of The Florida Bar. The arbitrators may establish the rules for the conduct of the arbitration that they choose, except that there shall be no discovery and any proceedings conducted shall be private and confidential and not be disclosed to the public by either the arbitrators or the parties to the arbitration. The award of the arbitrators must be a majority vote, shall be final, and judgment may be entered thereon in any court. Each party shall bear its own costs of the arbitration and shall pay one-half of the costs of the proceeding, except that the panel may assess actual fees and costs. Each party consents to exclusive jurisdiction and venue in Tampa, Florida for purposes of arbitration and court proceedings. This arbitration provision shall be supplemental to our rights to charging and retaining liens, and shall not modify or supersede those rights.

You may terminate our agreement for any reason at any time on written notice to us; however, in a litigation matter, our termination will not be effective until the court approves our withdrawal. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses required of us to facilitate an orderly transition of matters in process at the time of termination. We may terminate our representation of you for any reason on 10 days written notice to you. In litigation matters, our termination will be effective on the court's approval of our withdrawal. On the completion of the matter to which this representation applies, or on earlier termination of our relationship, the attorney-client relationship will end unless you and we expressly agree to continue the relationship with respect to other matters.

We will provide services of a strictly legal nature. You will provide us with the factual information and materials that we need to perform the services identified in the engagement letter, and will make the business and technical decisions and determinations that you consider appropriate. You will not rely on us for business, investment, accounting, or other non-legal decisions.

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we must preserve the confidences and secrets of our clients. This professional responsibility and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for you only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. You should also be aware that in instances in which we represent a corporation or similar legal entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions. In those cases, our professional responsibilities are owed to the entity unless we expressly agree otherwise.

During the course of our representation, you may provide us with original documents. We will maintain your original documents in our files until our representation ends. At that time, you may ask us to return specific original documents to you. After receiving payment for any outstanding fees and costs, those documents will be returned to you within a reasonable time. We will retain any remaining documents in our files for a limited period of time and ultimately retain or destroy them in our discretion without further notice to you.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now, so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION NO. 2024-08

**A RESOLUTION BY THE RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT BOARD OF SUPERVISORS
DETERMINING THE NECESSITY FOR THE ACQUISITION OF ALL
NECESSARY REAL PROPERTY INTERESTS WITHIN RUSTIC ROAD
AND RANCH ROAD EXTENSIONS BY THE POWER OF EMINENT
DOMAIN**

WHEREAS, the Rustic Oaks Community Development District, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District") was created by Ordinance No. 2021-20 and comprises 302.796 acres; and

WHEREAS, AG EHC II (MTH) MULTI STATE 1 LLC, a Delaware limited liability company (the "Developer"), has acquired the land located within the District for the purpose of developing a residential community known as Magnolia Bay (the "Development"); and

WHEREAS, the Development is presently land-locked with no connection to existing public rights of way; and

WHEREAS, in order to connect the Development to existing public rights of way, the Developer proposed and the District approved, after considering alternative alignments, environmental factors, costs, safety and long-range planning concerns, a plan to extend the existing Rustic Road, a county owned road, from the west side of Cowpen Slough Drainage Canal easterly to its present terminus. Additionally, the existing Ranch Road located west of the District on the west side of Interstate 75, would be extended from Honore Avenue northerly to intersect with the extended Rustic Road west of the Cowpen Slough Drainage Canal (the "Project"); and

WHEREAS, the District has used the proceeds of certain bonds to provide necessary infrastructure for the Development, which has been located in the Project; and

WHEREAS, upon completion of the Development and the Project, title to the Rustic Road/Ranch Road extensions will be dedicated to Sarasota County, a political subdivision of the state of Florida, for the benefit of the public, thereby serving the public purpose of protecting the health, safety and welfare of the citizens of Sarasota County, and assist Sarasota County in meeting its long-range planning needs; and

WHEREAS, certain privately held real property interests, described on Exhibits "A" and "B" attached (the "Parcels"), have been identified to exist within portions of the Project creating a title cloud; and

WHEREAS, the elimination of these private property interests within the Project is a necessary precondition for acceptance by Sarasota County of the planned dedication; and

WHEREAS, the acquisition of the fee simple interest in the Parcels is reasonably necessary for the construction of the Project and for its operation and maintenance; and

WHEREAS, the Parcels represent areas of construction which have been surveyed and located by professional consultants of the District; and

WHEREAS, the District is authorized under Chapters 190, 73 and 74, Florida Statutes, to exercise the power of eminent domain to acquire such property and property rights as is deemed necessary by this Board for district roads; and

WHEREAS, the District now specifically determines that the Parcels set forth herein must be acquired by the power of eminent domain for the public purpose of creating access to the Development.

NOW, THEREFORE, BE IT RESOLVED by the District's Board of Supervisors in regular session this 23rd day of July, 2024 finds as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Board hereby affirms and finds that the acquisition of the Parcels is for a valid public purpose.
3. The Board further finds that the Parcels, which are listed and legally described in Exhibit "A" attached hereto, are necessary for the continued use and maintenance of Ranch Road and Rustic Road.
4. The District's special counsel or designees, together with the appropriate officials of the District are hereby authorized to exercise the power of eminent domain to condemn the property rights set forth herein and to utilize the provisions of Chapter 73 and 74, Florida Statutes.

THIS RESOLUTION ADOPTED on this 23rd day of July, 2024, after motion, second and majority vote.

RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Garth Noble, Chairman

ATTEST:

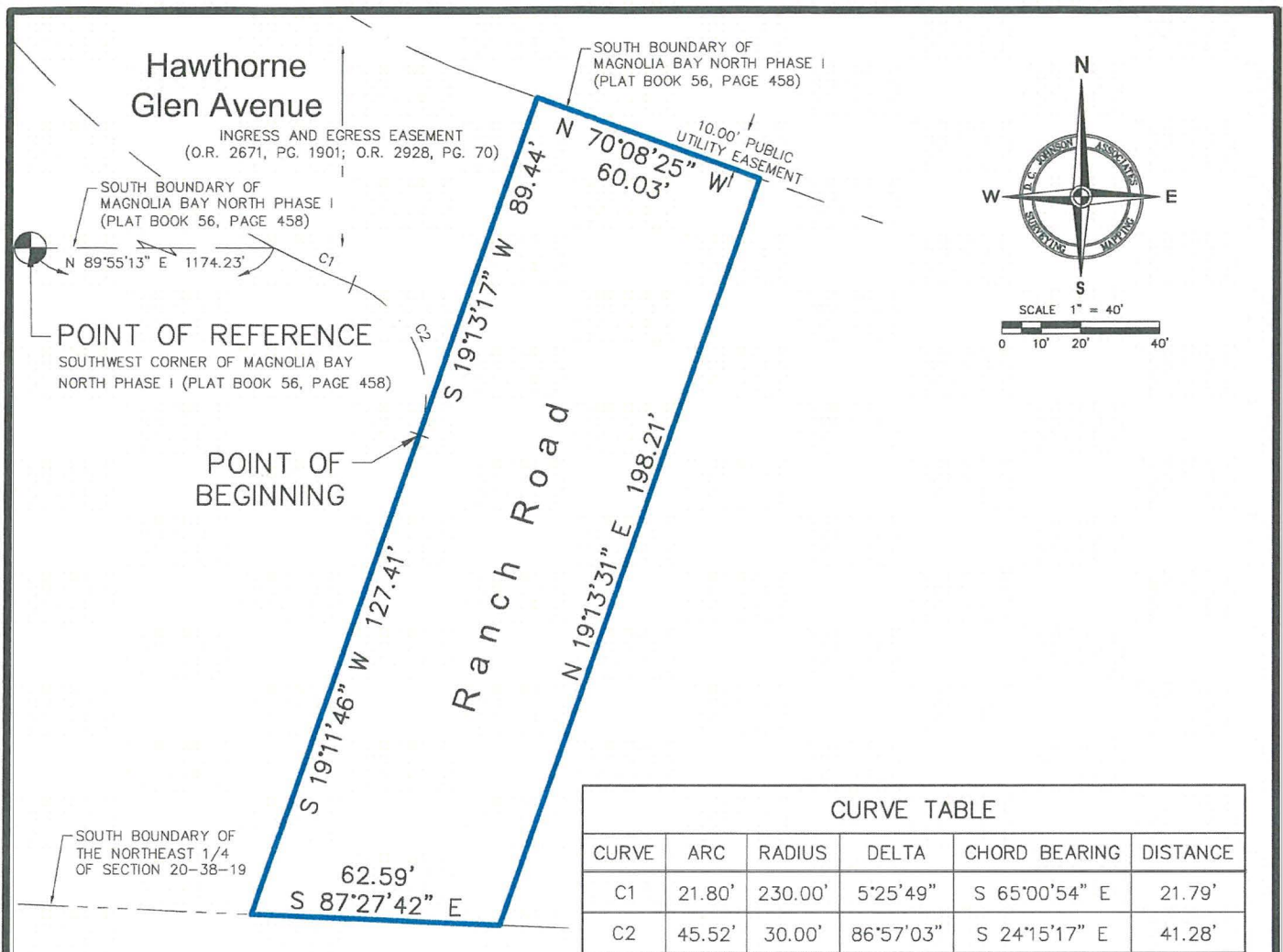
Board Clerk

EXHIBIT "A"

Parcel 1:

The East Half from the Centerline of the Canal known as Cowpen Slough, lying in the East Half of Section 20, Township 38 South, Range 19 East, In Sarasota County, Florida.

EXHIBIT "B"



CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	21.80'	230.00'	5°25'49"	S 65°00'54" E	21.79'
C2	45.52'	30.00'	86°57'03"	S 24°15'17" E	41.28'

DESCRIPTION:

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

For a POINT OF REFERENCE commence at the Southwest corner of MAGNOLIA BAY NORTH PHASE I, as described in the map or plat thereof recorded in Plat Book 56, Page 458 of the Public Records of Sarasota County, Florida; thence along the South boundary of said plat the following three (3) courses: (1) N.89°55'13"E., a distance of 1,174.23 feet to a non-tangent point of curvature; (2) Southeasterly 21.80 feet along the arc of a curve to the left, said curve having a radius of 230.00 feet, a central angle of 05°25'49", and a chord bearing and distance of S.65°00'54"E., 21.79 feet to a point of reverse curvature; thence (3) Southeasterly 45.52 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet, a central angle of 86°57'03", and a chord bearing and distance of S.24°15'17"E., 41.28 feet to the end of the curve, for a POINT OF BEGINNING; thence along a line non-tangent to said curve, S.19°11'46"W., a distance of 127.41 feet to the South boundary of the Northeast 1/4 of said Section 20; thence S.87°27'42"E., along said South boundary of the Northeast 1/4, a distance of 62.59 feet; thence N.19°13'31"E., a distance of 198.21 feet to the aforesaid South boundary of said plat; thence N.70°08'25"W., along said South boundary of plat, a distance of 60.03 feet; thence S.19°13'17"W., a distance of 89.44 feet to the POINT OF BEGINNING.

Containing 0.286 acres, more or less.

**DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY**

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

**Rustic Road
Ranch Road portion**

PREPARED FOR

Meritage Homes of Florida, Inc.

JOB NO: 2023-195A01.BG00001 DRAWN BY: ARG

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors, Chapter 61-17, Florida Administrative Code, pursuant to Section 402.02, Florida Statutes.

Andrew R. Getz
Digitally signed by Andrew R. Getz
STATE OF FLORIDA 05/13/2024 15:39:04

Professional Seal of Andrew R. Getz, License No. LS7043, expires 5/13/2024.

Andrew R. Getz
For D.C. Johnson & Associates, License Number 7043
Not valid without the signature and raised seal of a Florida Licensed Surveyor

**JOHNSON
ASSOCIATES**
SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dcjohanson.com

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-02

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE 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*, being situated within Sarasota County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

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

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of July, 2024.

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 654,627	\$ -	\$ -	\$ 654,627
Investments				
Revenue	-	295,875	-	295,875
Reserve	-	480,143	-	480,143
Construction	-	-	10,170,573	10,170,573
Due from Landowner	5,312	-	-	5,312
Due from general fund	-	116,287	-	116,287
Total assets	<u>\$ 659,939</u>	<u>\$ 892,305</u>	<u>\$10,170,573</u>	<u>\$ 11,722,817</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,000	\$ -	\$ -	\$ 1,000
Due to debt service fund	116,287	-	-	116,287
Landowner advance	7,228	-	-	7,228
Total liabilities	<u>124,515</u>	<u>-</u>	<u>-</u>	<u>124,515</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>5,312</u>	<u>-</u>	<u>-</u>	<u>5,312</u>
Total deferred inflows of resources	<u>5,312</u>	<u>-</u>	<u>-</u>	<u>5,312</u>
Fund balances:				
Restricted for:				
Debt service	-	892,305	-	892,305
Capital projects	-	-	10,170,573	10,170,573
Assigned				
Repair & replacement	47,900	-	-	47,900
Unassigned	<u>482,212</u>	<u>-</u>	<u>-</u>	<u>482,212</u>
Total fund balances	<u>530,112</u>	<u>892,305</u>	<u>10,170,573</u>	<u>11,592,990</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 659,939</u>	<u>\$ 892,305</u>	<u>\$10,170,573</u>	<u>\$ 11,722,817</u>

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 103,356	\$ 559,234	\$ 526,970	106%
Assessment levy: off-roll	-	68,825	68,825	100%
Landowner contribution	-	-	232,433	0%
Total revenues	<u>103,356</u>	<u>628,059</u>	<u>828,228</u>	76%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	-	N/A
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	2,405	14,573	25,000	58%
Engineering	-	1,049	15,000	7%
Audit	-	5,600	5,000	112%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	750	1,000	75%
EMMA software service	-	2,000	-	N/A
Trustee	-	4,031	5,000	81%
DSF accounting	458	4,125	5,500	75%
Telephone	17	150	200	75%
Postage	40	306	500	61%
Printing & binding	42	375	500	75%
Legal advertising	165	165	1,500	11%
Annual special district fee	-	175	175	100%
Insurance	-	5,590	5,500	102%
Contingencies/bank charges	-	3,000	750	400%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>7,210</u>	<u>78,804</u>	<u>115,040</u>	69%
Field operations				
Administrative				
Property management	-	13,920	41,760	33%
O&M accounting	-	-	5,000	0%
Insurance	-	-	30,000	0%
Operating				
Landscape maintenance	-	-	175,000	0%
Landscape replacement/extras	-	-	20,000	0%
Irrigation repair	-	-	5,000	0%
Pond maintenance	-	-	15,000	0%
Monitoring agreement	-	-	5,000	0%
Lights, signs & fences	-	-	5,000	0%
Pressure washing	-	-	25,000	0%
Streets & sidewalks	-	-	2,500	0%
misc. repairs & replacement	-	-	15,000	0%
Access control: monitoring	-	-	40,000	0%
Access control: interent	-	-	2,000	0%
Access control: maintenance	-	-	5,000	0%
Holiday lights	-	-	5,000	0%

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Utilities				
Electricity	-	-	25,000	0%
Electricity: well	-	-	15,000	0%
Streetlights	692	5,618	50,000	11%
Amenities: South				
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	3,500	0%
Janitorial	-	-	20,000	0%
Access control/monitoring	-	-	20,000	0%
Gym equipment lease	-	-	40,000	0%
Gym equipment repair	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	5,000	0%
Internet	-	-	2,000	0%
Alarm monitoring	-	-	5,160	0%
Amenity: North				
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	2,500	0%
Janitorial	-	-	15,000	0%
Access control/monitoring	-	-	20,000	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	3,500	0%
Internet	-	-	2,000	0%
Total field operations	692	19,538	648,820	3%
Other fees & charges				
Tax collector	1,550	8,376	16,468	51%
Total other fees & charges	1,550	8,376	16,468	51%
Total expenditures	9,452	106,718	780,328	14%
Excess/(deficiency) of revenues over/(under) expenditures	93,904	521,341	47,900	
Fund balances - beginning	436,208	8,771	-	
Assigned				
Repair & replacement	47,900	47,900	47,900	
Unassigned	482,212	482,212	-	
Fund balances - ending	\$ 530,112	\$ 530,112	\$ 47,900	

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022 BONDS
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 118,058	\$ 638,782	\$ 602,004	106%
Assessment levy: off-roll	-	377,095	377,095	100%
Interest	2,190	27,450	-	N/A
Total revenues	<u>120,248</u>	<u>1,043,327</u>	<u>979,099</u>	107%
EXPENDITURES				
Debt service				
Principal	-	350,000	350,000	100%
Interest	-	612,118	612,118	100%
Total debt service	<u>-</u>	<u>962,118</u>	<u>962,118</u>	100%
Other fees & charges				
Tax collector	1,771	9,568	18,813	51%
Total other fees and charges	<u>1,771</u>	<u>9,568</u>	<u>18,813</u>	51%
Total expenditures	<u>1,771</u>	<u>971,686</u>	<u>980,931</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	118,477	71,641	(1,832)	
Fund balances - beginning	773,828	820,664	799,249	
Fund balances - ending	<u>\$ 892,305</u>	<u>\$ 892,305</u>	<u>\$ 797,417</u>	

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022 BONDS
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 42,299	\$ 387,367
Total revenues	<u>42,299</u>	<u>387,367</u>
EXPENDITURES		
Construction costs	-	98,463
Total expenditures	<u>-</u>	<u>98,463</u>
Excess/(deficiency) of revenues over/(under) expenditures	42,299	288,904
Fund balances - beginning	<u>10,128,274</u>	<u>9,881,669</u>
Fund balances - ending	<u><u>\$ 10,170,573</u></u>	<u><u>\$ 10,170,573</u></u>

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Rustic Oaks Community Development District held a Regular Meeting on May 20, 2024 at 1:30 p.m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240.

Present were:

Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary
John Kakridas	Assistant Secretary

Also present:

Kristen Suit	District Manager
Whitney Sousa (via telephone)	District Counsel
Jordan Schrader (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:30 p.m.

Supervisors Schiffer, Germino and Kakridas were present. Supervisors Noble and Reschke were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-04, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2024/2025; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date

Ms. Suit presented Resolution 2024-04. She reviewed the proposed Fiscal Year 2025 budget, highlighting line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-04, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2024/2025; Setting a Public Hearing Thereon Pursuant to Florida Law on August 19, 2024 at 1:30 p.m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Ms. Suit presented Resolution 2024-05. The following changes were made to the Fiscal Year 2025 Meeting Schedule:

DATE: Delete January and February 2025 meetings

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Ratifying the Actions of the District Manager in Redesignating the Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Ms. Suit presented Resolution 2024-06.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-06, Ratifying the Actions of the District Manager in Redesignating the Time and Location to November 5, 2024 at 12:00 p.m., at 2033 Main Street, Suite 600, Sarasota, Florida 34237, for the Landowners' Meeting; Providing for Publication, Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as March 31, 2024

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Unaudited Financial Statements as March 31, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of February 19, 2024 Regular Meeting Minutes

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the February 19, 2024 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Straley Robin Vericker

119 There was no report.

120 **B. District Engineer: Clearview Land Design, P.L.**

121 Mr. Schrader stated that Meritage facilitated an Agreement between the CDD and the
122 City of Venice for an off-site force main upgrade, which will have some benefit to the CDD. The
123 City already has Kimley-Horn as the Engineer of Record. The City is prepared to proceed with
124 the construction project but the City cannot be the management arm or the procurement
125 entity as fast as the CDD; therefore, the plan is for the CDD to operate like a management
126 company for the project, publicly bid the project set forth in the Kimley-Horn plans and oversee
127 the construction. He thinks that, while the City will pay for the work, the contract will be
128 between the CDD and the contractor hired to perform the work.

129 Mr. Schrader stated that the next steps, in the short-term, will be for the CDD to go out
130 to public bid for the improvements; the construction documents consist of Kimley-Horn's plans.
131 It will need to be determined how the CDD can retain Kimley-Horn as the Engineer of Record.
132 He noted that Kimley-Horn will need to be included in the bidding process to respond to
133 questions as they arise. During construction, Kimley-Horn will oversee and be the Inspecting
134 Engineer of the project.

135 Ms. Sousa stated that she is familiar with this type of arrangement.

136 Mr. Schrader stated that Kimley-Horn will be the Engineer of Record for this project, not
137 Clearview; Clearview will only be the CDD's in-house Engineer following along with the activities
138 of the project.

139 Mr. Schrader noted that this improvement is not part of the Capital Improvement Plan
140 (CIP) and asked if it will be necessary to amend the CIP. Ms. Sousa will research it.

141

142 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,**
143 **directing District Counsel and the District Engineer to engage Kimley-Horn as**
144 **Engineer of Record for the specified project and appointing Supervisor Noble as**
145 **the CDD's point person to proceed with a Request for Proposals/Bids for the**
146 **force main project, on behalf of the City of Venice, was approved.**

147

148

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

- **NEXT MEETING DATE: June 17, 2024 at 1:30 PM**

- **QUORUM CHECK**

The June 17, 2024 and July 15, 2024 meetings will probably be cancelled. The next meeting will likely be on August 19, 2024.

Discussion ensued regarding a plat matter and the CDD acquiring it so the CDD can start paying the landscaping.

Ms. Sousa stated that the Agreement related to this is drafted but the CDD needs to acquire the landscape first; the documents are drafted and she believes signoff by Meritage's Counsel is pending. Once the property is transferred, the Agreement can proceed.

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the meeting adjourned at 1:54 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

176
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180

Secretary/Assistant Secretary

Chair/Vice Chair

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



Ron Turner Supervisor of Elections

Sarasota County: Our County. Our Vote.

April 15, 2024

Daphne Gillyard
Director of Administrative Services
2300 Glades Road Suite 410W
Boca Raton FL 33431

Subject: Qualified Registered Electors for Rustic Oaks CDD

Dear Daphne:

Listed below is the total number of qualified registered electors for the Rustic Oaks Community Development District as of April 15, 2024.

Voters: 4

Sincerely,

Ron Turner
Supervisor of Elections
Sarasota County, Florida

RT/ajw

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 20, 2023	Regular Meeting	1:30 PM
December 18, 2023 CANCELED	Regular Meeting	1:30 PM
February 19, 2024	Regular Meeting	1:30 PM
March 18, 2024 CANCELED	Regular Meeting	1:30 PM
April 15, 2024 CANCELED	Regular Meeting	1:30 PM
May 20, 2024	Regular Meeting	1:30 PM
June 17, 2024 CANCELED	Regular Meeting	1:30 PM
July 15, 2024 CANCELED	Regular Meeting	1:30 PM
July 23, 2024	Special Meeting	12:00 PM
August 19, 2024	Public Hearing and Regular Meeting	1:30 PM
September 16, 2024	Regular Meeting	1:30 PM