

THREE RIVERS STEWARDSHIP DISTRICT

August 14, 2024

BOARD OF SUPERVISORS

PUBLIC HEARINGS

AND REGULAR

MEETING AGENDA

**THREE RIVERS
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Three Rivers Stewardship 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

August 7, 2024

Board of Supervisors
Three Rivers Stewardship District

Dear Board Members:

The Board of Supervisors of the Three Rivers Stewardship District will hold Public Hearings and a Regular Meeting on August 14, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2025 Budget Funding Agreement
5. Public Hearing on Merger with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2
 - A. Affidavit/Proof of Publication
 - B. Consideration of Resolution 2024-09, Confirming its Intent to Merge with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; and Providing for Severability and an Effective Date
 - C. Consideration of Merger Agreements with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2
6. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

ATTENDEES:

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

7. Ratification of Resolution 2024-06A, Approving Merger Agreements with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; Authorizing Such Other Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date
8. Acceptance of Unaudited Financial Statements as of June 30, 2024
9. Approval of July 10, 2024 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Stantec Consulting Services, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 11, 2024 at 11:00 AM

○ QUORUM CHECK

SEAT 1	PAMELA CURRAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	DALE WEIDEMILLER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PETE WILLIAMS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOHN BLAKLEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOHN LEINAWEAVER	☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chuck Adams
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 229 774 8903

**THREE RIVERS
STEWARDSHIP DISTRICT**

3A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Three Rivers Stewardship District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

07/25/2024, 08/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/01/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$420.00

Tax Amount: \$0.00

Payment Cost: \$420.00

Order No: 10401353

Customer No: 1061307

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

THREE RIVERS STEWARDSHIP DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Three Rivers Stewardship District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 14, 2024

TIME: 11:00 a.m.

LOCATION: 5800 Lakewood Ranch Blvd,

Sarasota, Florida 34240

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathe, Hunt and Associates, LLC, of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0100 ("District Manager's Office"), during normal business hours.

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

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager

#10401353; 7/25, 8/1/2024

KAITLYN FELTY
Notary Public
State of Wisconsin

**THREE RIVERS
STEWARDSHIP DISTRICT**

3B

RESOLUTION 2024-08
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE THREE RIVERS STEWARDSHIP DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Three Rivers Stewardship District (“**District**”) prior to July 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 203-337, *Laws of Florida*, and Chapter 189, *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Chapter 203-337, *Laws of Florida* and Chapter 189, *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Chapter 203-337, *Laws of Florida*, and Chapter 189, *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Chapter 203-337, *Laws of Florida*, and Chapter 189, *Florida Statutes*, require that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 203-337, *Laws of Florida* and Section 189.016, *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative

figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Three Rivers Stewardship District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF AUGUST, 2024.

ATTEST:

THREE RIVERS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A: FY 2025 Budget

**THREE RIVERS
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**THREE RIVERS
STEWARDSHIP DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2

**THREE RIVERS
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
REVENUES					
Landowner contribution	23,440	15,534	10,930	\$ 26,464	\$ 36,240
Total revenues	23,440	15,534	10,930	26,464	36,240
EXPENDITURES					
Professional & administrative					
Supervisors	-	3,014	-	3,014	12,800
Management/accounting/recording*	6,000	3,000	3,000	6,000	6,000
Legal	7,500	1,964	5,536	7,500	7,500
Telephone	100	50	50	100	100
Postage	500	54	446	500	500
Printing & binding	250	125	125	250	250
Legal advertising	1,750	1,760	-	1,760	1,750
Annual special district fee	175	-	175	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	750	507	243	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Total expenditures	23,440	15,684	10,780	26,464	36,240
Excess/(deficiency) of revenues over/(under) expenditures	-	(150)	150	-	-
Fund balance - beginning (unaudited)	-	-	(150)	-	-
Fund balance - ending	\$ -	\$ (150)	\$ -	\$ -	\$ -

*WHA will charge a reduced management fee of \$500 per month during semi-dormancy stage

**THREE RIVERS
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 12,800
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording*	6,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	7,500
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Telephone	100
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	250
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
EXPENDITURES (continued)	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 36,240</u></u>

**THREE RIVERS
STEWARDSHIP DISTRICT**

4

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2025

This Agreement ("**Agreement**") is made and entered into effective as of October 1, 2024, by and between:

Three Rivers Stewardship District, a local unit of special-purpose government established pursuant to Chapter 203-337, *Laws of Florida*, ("**District**"), and is located in Sarasota County ("**County**"), and

Neal Land & Neighborhoods, LLC, a Florida limited liability company, and the developer of property located within the boundaries of the District ("**Developer**," and together with the District, the "**Parties**").

RECITALS

WHEREAS, pursuant to Chapter 203-337, *Laws of Florida*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. *[Enforcement Action]* The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- b. *[Uniform Method; Direct]* The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. 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.

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

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **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 of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

Three Rivers Stewardship District

Secretary/Assistant Secretary

By: _____
Its: _____

Neal Land & Neighborhoods LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

EXHIBIT A: FY 2025 Budget

**THREE RIVERS
STEWARDSHIP DISTRICT**

5A

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Three Rivers Stewardship District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

07/26/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/26/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$222.00	
Tax Amount:	\$0.00	
Payment Cost:	\$222.00	
Order No:	10401315	# of Copies:
Customer No:	1061307	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

THREE RIVERS STEWARDSHIP DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED MERGER WITH THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Three Rivers Stewardship District ("District") will hold a public hearing on August 14, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. The public hearing is to be held for the purpose of providing information about and taking public comments on the proposed merger of the District with the Lakes of Sarasota Community Development District and the Lakes of Sarasota Community Development District 2, pursuant to the provisions of Section 190.046(3), Florida Statutes, and 2023-337(6)(27), Laws of Florida. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed merger agreements may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 7571-0100 ("District Manager's Office"), during normal business hours.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Chesley E. Adams, Jr.
District Manager
#10401315; 7/26/2024

KAITLYN FELTY
Notary Public
State of Wisconsin

**THREE RIVERS
STEWARDSHIP DISTRICT**

5B

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT CONFIRMING ITS INTENT TO MERGE WITH THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Three Rivers Stewardship District (“Stewardship District”) is a local unit of special purpose government established by the Florida Legislature pursuant to Chapter 2023-337, Laws of Florida, as amended (“Act”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Lakes of Sarasota Community Development District (“CDD”) is a local unit of special purpose government pursuant to Chapter 190, Florida Statutes, established by Manatee County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Lakes of Sarasota Community Development District 2 (“CDD 2”) is a local unit of special purpose government pursuant to Chapter 190, Florida Statutes, established by Manatee County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors of the Stewardship District (“Board”) previously adopted Resolution 2024-06A approving the merger of the CDD and CDD 2 with and into the Stewardship District, including the form of the merger agreement and setting a public hearing for the purpose of providing information and taking public comment on the proposed merger; and

WHEREAS, in accordance with Resolution 2024-06A, the Board noticed and conducted the public hearing on August 14, 2024; and

WHEREAS, the Board desires to confirm its intent to merge the Stewardship District with the CDD and CDD 2, and provide notice of such intent to the CDD, CDD 2, and Sarasota County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby confirms its intent to merge the Stewardship District with the CDD and CDD 2, and hereby directs District Staff to (a) provide this Resolution to the CDD, CDD 2, and Sarasota County as evidence thereof, and (b) otherwise execute the Merger

Agreement (as defined in Resolution 2024-06A) and effect the merger pursuant to the authority granted under Resolution 2024-06A and this Resolution.

SECTION 3. If any section or part of a section of this Resolution be 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.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF AUGUST, 2024.

ATTEST:

**THREE RIVERS STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**THREE RIVERS
STEWARDSHIP DISTRICT**

5C

This instrument was prepared by:

Jonathan T. Johnson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**MERGER AGREEMENT BY AND BETWEEN
LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND THREE RIVERS
STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Lakes of Sarasota Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “CDD,”); and

Three Rivers Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2023-337, *Laws of Florida*, as amended, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “Stewardship District” and together with the CDD, the “Districts”).

Recitals

WHEREAS, the CDD was established as of December 11, 2019, by Ordinance No. 2019-51 adopted by the Board of County Commissioners of Sarasota County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Stewardship District was established as of July 1, 2023, by Chapter 2023-337, Laws of Florida, and amended by Chapter 2024-291, Laws of Florida, on June 14, 2024, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the CDD is currently located within the boundaries of the Stewardship District and located within Sarasota County, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

WHEREAS, Chapter 2023-337(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the Stewardship District and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, because the CDD is located within the boundaries of the Stewardship District, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among other reasons, the Merger would promote greater efficiency in the Districts’ operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on August 14, 2024, the Board of Supervisors (the “Board(s)”) of the CDD and Stewardship District adopted Resolutions evidencing the Districts’ intent to effectuate the Merger between the Districts, directing the Districts’ staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the “Merger Approval Resolutions”); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, the CDD and Stewardship District accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

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. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*.

2. The Merger. Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with Stewardship District a written request (“Merger Request”) requesting that the CDD merge into the Stewardship District that would effectuate the Merger of the CDD into and with the Stewardship District as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Sarasota County. The Merger shall become effective upon dissolution of the CDD by Sarasota County (the “Merger Effective Date”). On the Merger Effective Date, the CDD shall be merged into and with the Stewardship District as the surviving entity, and the CDD

shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the Stewardship District shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*.

3. Delegation of Authority; Cooperation. This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. Funding. The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. Legal Opinions. The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. District Boundaries. Upon the Merger, the surviving District shall be the Stewardship District and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. Board Members. Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of Stewardship District shall continue to operate as the Board of the Merged District.

8. Property & Assets. Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the "CDD Assets") to the Stewardship District. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. Assessments. Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the "CDD Assessments") shall be payable when due to the Stewardship District. By execution of this Agreement, and as of the

Merger Effective Date, the CDD delegates, and the Stewardship District accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Lakes of Sarasota Community Development District (Sarasota County, Florida), Capital Improvement Revenue Bonds, Series 2021A-1, Series 2021A-2, Series 2021B-1, and Series 2021B-2 (the "Series 2021 Bonds") issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the Stewardship District.

10. Contracts. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the "CDD Contracts"). The Stewardship District shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the Stewardship District as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. Other Interlocal Agreements. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Sarasota County ("Other Interlocal Agreements"). The Stewardship District shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the Stewardship District as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. Debts & Liabilities. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for and have the obligation of all debts and liabilities of the CDD (the "CDD Debts & Liabilities") by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD's property, if any. Moreover, the Stewardship District may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the Stewardship District accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

13. Insurance. The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The Stewardship District shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

14. Audits. Effective as of the Merger Effective Date, the CDD hereby authorizes the Stewardship District to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Stewardship District agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

15. Accounts. Effective as of the Merger Effective Date, the CDD authorizes Stewardship District to assume control of all bank accounts held in the name of the CDD (the "Bank Accounts"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Stewardship District accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to Stewardship District, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts such control over the Bank Accounts.

16. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to Stewardship District the authority to consolidate the CDD's budget with the Stewardship District budget for the then-current fiscal year, and Stewardship District agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Stewardship District's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, Stewardship District agrees to amend the Stewardship District budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

17. Rules and Policies. At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by Stewardship District shall remain in place upon the Merger unless and until Stewardship District finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

18. Powers. At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Stewardship District shall be additionally vested with any and all of the general and special powers of the CDD.

19. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

20. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

21. Authorization. The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and Stewardship District, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

22. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

24. Assignment. The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

25. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

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

27. Sovereign Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

28. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

29. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

31. Effective Date; Merger Effective Date and Termination. This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and Stewardship District, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Sarasota County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed the foregoing Agreement.

WITNESS

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Lakes of Sarasota Community Development District, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESS

THREE RIVERS STEWARDSHIP DISTRICT

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Three Rivers Stewardship District, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

IN WITNESS WHEREOF, the undersigned, as District Manager of Lakes of Sarasota Community Development District, accepts the authority delegated by this Agreement.

WITNESS

WRATHELL HUNT & ASSOCIATES, LLC

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Wrathell Hunt & Associates, LLC, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: Stewardship District Boundaries as of Merger Effective Date

Exhibit A

TRACT 1 DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Sections 16, 20, 21, 28, 29 & 32, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the northernmost corner of LT Ranch Neighborhood One recorded in Plat Book 53, Page ~~176~~ 175 of the Public Records of Sarasota County, Florida; the following nine (9) calls are along the westerly boundary line of said LT Ranch Neighborhood One: (1) thence S.34°10'43"W., a distance of 1,104.05 feet to a point of curvature of a curve to the left having a radius of 2,865.00 feet and a central angle of 33°39'37"; (2) thence Southerly along the arc of said curve, a distance of 1,683.14 feet, to the point of tangency of said curve; (3) thence S.00°31'06"W., a distance of 255.04 feet to a point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 24°06'58"; (4) thence Southerly along the arc of said curve, a distance of 401.96 feet, to the point of tangency of said curve; (5) thence S.24°38'04"W., a distance of 694.50 feet to the point of curvature of a non-tangent curve to the left, having a radius of ~~955.00~~ 955.09 feet and a central angle of ~~31°15'02"~~ 31°14'51"; (6) thence Southerly along the arc of said curve, a distance of 520.88 feet, said curve having a chord bearing and distance of S.09°18'38"W., 514.45 feet, to the point of tangency of said curve; (7) thence S.06°18'48"E., a distance of 1,214.80 feet to the point of curvature of a non-tangent curve to the right, having a radius of 955.00 feet and a central angle of 69°53'06"; (8) thence Southwesterly along the arc of said curve, a distance of 1,164.84 feet, said curve having a chord bearing and distance of ~~S.28°37'45"W.~~ S.28°37'10"W., 1,093.96 feet, to the point of tangency of said curve; (9) thence ~~S.63°34'18"W.~~ S.63°33'43"W., along said westerly boundary and the extension thereof, a distance of 390.82 feet to a point of curvature of a curve to the left having a radius

of 955.00 feet and a central angle of ~~49°33'38"~~ 49°33'39"; the following seven (7) calls are along the centerline of a 150-foot wide Access Easement, recorded in Official Record Instrument Number 2015078648 of said Public Records; (1) thence Southwesterly along the arc of said curve, a distance of 826.07 feet, to the point of tangency of said curve; (2) thence S.14°00'40"W. S.14°00'06"W., a distance of 1,573.41 feet to a point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 75°26'47"; (3) thence Southwesterly along the arc of said curve, a distance of 1,257.54 ~~1,257.53~~ feet, to the point of tangency of said curve; (4) thence S.89°27'28"W. S.89°26'53"W., a distance of 400.65 feet to a point of curvature of a curve to the left having a radius of 694.00 feet and a central angle of 89°57'34" ~~89°57'53"~~; (5) thence Southwesterly along the arc of said curve, a distance of 1,089.64 ~~1,089.71~~ feet, to the point of tangency of said curve; (6) thence S.00°30'06"E. S.00°31'00"E., a distance of 1,417.28 ~~1,416.57~~ feet; (7) thence S.00°31'33"W. S.00°33'01"W., a distance of 2691.19 ~~2691.22~~ feet to the end of said 150-foot wide Access Easement, also being a point on the easterly line of aforementioned Section 32; thence S.00°35'45"W., along the easterly line of said Section 32, a distance of 2690.82 feet to the southeast corner of said Section 32; thence N.89°34'53"W., along the southerly line of said Section 32, a distance of 5,324.11 ~~5,348.98~~ feet to the southwest corner of said Section 32; thence N.01°29'58"E., along the westerly line of said Section 32, a distance of 5,355.02 feet to the southwest corner of the aforementioned Section 29; thence N.01°03'48"W., along the westerly line of said Section 29, a distance of 5,373.24 feet to the southwest corner of the aforementioned Section 20; thence ~~N.88°56'12"E., a distance of 25.00 feet to the east right-of-way line of Ibis Street as,~~ recorded in Official Record Book 60, Page 196 of said Public Records, said point lying S.89°34'53"E. 25.00 feet from the southwest corner of said Section 32; the following four (4) calls are along the easterly right-of-way line of said Ibis Street and lying 25.00 feet easterly of the east lines of Sections 32, 29, and 20; (1) thence N.01°30'08"E., a distance of 5,354.56 feet; (2) thence N.00°12'43"E., a distance of 2672.81 feet; (3) thence N.02°19'37"W., a distance of 2,702.87 feet; (4) thence N.00°21'49"W., along said east line, a distance of 5,396.54 feet to the north line of the aforementioned said Section 20; thence S.89°33'38"E., a distance of 5,323.34 feet to the southwest corner of the aforementioned Section 16; thence N.00°24'46"E., along the west line of said Section 16, a distance of 1,320.36 feet; thence S.89°52'39"E., a distance of 2,660.98 feet; thence N.00°53'16"E., a distance of 1,295.00 feet to the south right-of-way line of Clark Road, State Road 72; thence S.55°49'33"E., along said south right-of-way line, a distance of 3,081.77 feet to the POINT OF BEGINNING.

~~Said tract of land contains 2,802.19 acres, more or less.~~

LESS AND EXCEPT: (The School Board of Sarasota County, Florida - Official Record Instrument #2020093694)

A parcel of land lying in Section 21, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 21; ~~run~~ thence along the North boundary of said Section 21, N.89°41'18"W., a distance of 766.13 feet to a point on a curve on the Westerly boundary of the 150-foot Access Easement, according to Official Records Instrument Number 2015078648, of the Public Records of Sarasota County, Florida; thence along said Westerly boundary of the 150-foot Access Easement, the following eight (8) courses: 1) Southerly, 1683.76 feet along the arc of a non-tangent curve to the left having a radius of 2,940.00 ~~2940.00~~ feet and a central angle of 32°48'50" (chord bearing S.16°55'31"W., 1660.85 feet); 2) S.00°31'06"W., a distance of 255.04 feet; 3) Southerly, 370.40 feet along the arc of a tangent curve to the right having a radius of 880.00 feet and a central angle of 24°06'58" (chord bearing S.12°34'35"W., 367.67 feet); 4) S.24°38'04"W., a distance of 699.55 feet; 5) Southerly, 78.14 ~~78.13~~ feet along the arc of a tangent curve to the left having a radius of 1030.00 feet and a central angle of 04°20'47" (chord bearing S.22°27'40"W., 78.12 feet) to the POINT OF BEGINNING; 6) Southerly, 478.21 feet along the arc of a non-tangent curve to the left having a radius of 1030.00 feet and a central angle of 26°36'05" (chord bearing S.06°59'14"W., 473.93 feet); 7) S.06°18'48"E., a distance of 1214.80 feet; 8) Southerly, 172.95 feet along the arc of a tangent curve to the right having a radius of 880.00 feet and a central angle of 11°15'37" (chord bearing S.00°40'59"E., 172.67 feet); thence Southwesterly, 41.76 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 95°42'19" (chord bearing S.52°47'59"W., 37.07 feet); thence N.79°20'52"W., a distance of 132.30 feet; thence Northwesterly, 670.59 feet along the arc of a tangent curve to the right having a radius of 940.00 feet and a central angle of 40°52'28" (chord bearing N.58°54'38"W., 656.46 feet); thence Northwesterly, 953.27 feet along the arc of a reverse curve to the left having a radius of 1060.00 feet and a central angle of 51°31'36" (chord bearing N.64°14'12"W., 921.47 feet); thence N.90°00'00"W., a distance of 178.46 feet; thence N.00°00'00"E., a distance of 1497.37 feet; thence N.90°00'00"E., a distance of 546.03 feet; thence Easterly, 619.13 feet along the arc of a tangent curve to the right having a radius of 1440.00 feet and a central angle of 24°38'04" (chord bearing S.77°40'58"E., 614.37 feet); thence S.65°21'56"E., a distance of 542.10 feet; thence Southeasterly, 37.37 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°39'13" (chord bearing S.22°32'20"E., 33.99 feet) to the POINT OF BEGINNING.

Total described parcel containing 2,727.1 ~~65.09~~ acres, more or less.
(2,792.22 acres, minus 65.09 acres)

TRACT 2 DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 30 and 31, Township 37 South, Range 38 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 30; thence S.88°31'18" W., along the north line of said Section 30, a distance of 25.01 feet to the POINT OF BEGINNING, said point being on the west right-of-way line of Ibis Street (50.00 foot wide public right-of-way) as recorded in Official Records Book 62, Page 432 in the Public Records of Sarasota County, Florida; thence S.02°19'37"E., along said west right-of-way line, a distance of 2,702.49 feet; thence S.89°18'42"W., a distance of 1,307.52 feet; thence S.00°22'13"W., a distance of 666.03 feet; thence N.89°15'23"E., a distance of 112.12 feet; thence S.00°20'54"W., a distance of 1,332.28 feet; thence N.89°34'15"E., a distance of 1,200.35 feet to a point on the abovementioned west right-of-way line of Ibis Street; thence along said west right-of-way line for the following two (2) calls: (1) thence S.00°12'43"W., a distance of 667.79 feet; (2) thence S.01°30'08"W., a distance of 4,462.45 feet to the point of curvature of a non-tangent curve to the left, having a radius of 550.00 feet and a central angle of 15°15'39"; thence westerly along the arc of said curve, a distance of 146.49 feet, said curve having a chord bearing and distance of N.67°38'11"W., 146.06 feet, to the end of said curve; thence N.75°16'00"W., a distance of 90.16 feet to the point of curvature of a non-tangent curve to the left, having a radius of 490.00 feet and a central angle of 14°22'03"; thence westerly along the arc of said curve, a distance of 122.87 feet, said curve having a chord bearing and distance of N.82°27'02"W., 122.55 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 718.00 feet and a central angle of 42°03'55"; thence westerly along the arc of said curve, a distance of 527.14 feet, said curve having a chord bearing and distance of N.75°41'40"W., 515.38 feet, to the end of said curve; thence N.18°54'26"E., a distance of 302.35 feet; thence N.65°01'05"W., a distance of 1,068.36 feet; thence S.35°25'57"W., a distance of 1,176.73 feet; thence N.89°13'36"W., a distance of 489.05 feet; thence S.00°07'10"E., a distance of 427.55 feet to the point of curvature of a non-tangent curve to the left, having a radius of 500.00 feet and a central angle of 11°31'42"; thence westerly along the arc of said curve, a distance of 100.60 feet, said curve having a chord bearing and distance of N.75°35'35"W., 100.43 feet, to the point of tangency of said curve; thence N.81°21'26"W., a distance of 108.92 feet to the point of curvature of a curve to the left having a radius of 350.00 feet and a central angle of 16°01'28"; thence westerly along the arc of said curve, a distance of 97.89 feet to the point of tangency of said curve; thence S.82°37'06"W., a distance of 75.69 feet to the point of curvature of a curve to the left having a radius of 350.00 feet and a central angle of 14°32'49"; thence westerly along the arc of said curve, a distance of 88.86 feet to the end of said curve, said point being on the east right-of-way line of Interstate 75 (State Road 93, Section 17075-2407) as recorded in Road Plat Book 2, Page 54 in said Public Records; thence N.21°33'01"W., along said east

right-of-way line, a distance of 3,912.60 feet to a point on the west line of the abovementioned Section 31; thence N.00°46'55"E., along said west Section line, a distance of 1,210.25 feet to the northwest corner of said Section 31, also being the southwest corner of said Section 30; thence N.00°49'51"E., along the west line of said Section 30, a distance of 2,635.22 feet to the West ¼ corner of said Section 30; thence N.00°49'50"E., continuing along the west line of said Section 30, a distance of 2,637.35 feet to the northwest corner of said Section 30; thence N.88°31'18"E., along the north line of said Section 30, a distance of 2,067.47 feet to the north ¼ corner of said Section 30; thence continue N.88°31'18"E., along said north line of Section 30, a distance of 2,642.69 feet to the POINT OF BEGINNING.

Said tract contains 41,791,246 square feet or 959.3950 acres, more or less.

TOTAL DESCRIBED PARCEL CONTAINING A TOTAL AREA OF 3,686.495 2,737.1 ACRES, MORE OR LESS.

Being subject to any rights-of-way, restrictions, and easements of record.

This instrument was prepared by:

Jonathan T. Johnson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**MERGER AGREEMENT BY AND BETWEEN
LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2 AND THREE RIVERS
STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Lakes of Sarasota Community Development District 2, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “CDD,”); and

Three Rivers Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2023-337, *Laws of Florida*, as amended, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “Stewardship District” and together with the CDD, the “Districts”).

Recitals

WHEREAS, the CDD was established as of February 23, 2022, by Ordinance No. 2021-116 adopted by the Board of County Commissioners of Sarasota County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Stewardship District was established as of July 1, 2023, by Chapter 2023-337, Laws of Florida, and amended by Chapter 2024-291, Laws of Florida, on June 14, 2024, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the CDD is currently located within the boundaries of the Stewardship District and located within Sarasota County, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

WHEREAS, Chapter 2023-337(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the Stewardship District and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, because the CDD is located within the boundaries of the Stewardship District, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among other reasons, the Merger would promote greater efficiency in the Districts’ operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on August 14, 2024, the Board of Supervisors (the “Board(s)”) of the CDD and Stewardship District adopted Resolutions evidencing the Districts’ intent to effectuate the Merger between the Districts, directing the Districts’ staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the “Merger Approval Resolutions”); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, the CDD and Stewardship District accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

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. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*.

2. The Merger. Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with Stewardship District a written request (“Merger Request”) requesting that the CDD merge into the Stewardship District that would effectuate the Merger of the CDD into and with the Stewardship District as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Sarasota County. The Merger shall become effective upon dissolution of the CDD by Sarasota County (the “Merger Effective Date”). On the Merger Effective Date, the CDD shall be merged into and with the Stewardship District as the surviving entity, and the CDD

shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the Stewardship District shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*.

3. Delegation of Authority; Cooperation. This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. Funding. The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. Legal Opinions. The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. District Boundaries. Upon the Merger, the surviving District shall be the Stewardship District and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. Board Members. Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of Stewardship District shall continue to operate as the Board of the Merged District.

8. Property & Assets. Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the "CDD Assets") to the Stewardship District. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. Assessments. Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the "CDD Assessments") shall be payable when due to the Stewardship District. By execution of this Agreement, and as of the

Merger Effective Date, the CDD delegates, and the Stewardship District accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law.

10. Contracts. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the “CDD Contracts”). The Stewardship District shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the Stewardship District as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. Other Interlocal Agreements. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Sarasota County (“Other Interlocal Agreements”). The Stewardship District shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the Stewardship District as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. Debts & Liabilities. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for and have the obligation of all debts and liabilities of the CDD (the “CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD’s property, if any. Moreover, the Stewardship District may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the Stewardship District accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

13. Insurance. The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The Stewardship District shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

14. Audits. Effective as of the Merger Effective Date, the CDD hereby authorizes the Stewardship District to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Stewardship District agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

15. Accounts. Effective as of the Merger Effective Date, the CDD authorizes Stewardship District to assume control of all bank accounts held in the name of the CDD (the "Bank Accounts"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Stewardship District accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to Stewardship District, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts such control over the Bank Accounts.

16. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to Stewardship District the authority to consolidate the CDD's budget with the Stewardship District budget for the then-current fiscal year, and Stewardship District agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Stewardship District's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, Stewardship District agrees to amend the Stewardship District budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

17. Rules and Policies. At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by Stewardship District shall remain in place upon the Merger unless and until Stewardship District finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

18. Powers. At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Stewardship District shall be additionally vested with any and all of the general and special powers of the CDD.

19. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering

third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

20. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

21. Authorization. The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and Stewardship District, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

22. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

24. Assignment. The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

25. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

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

27. Sovereign Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

28. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party

shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

29. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

31. Effective Date; Merger Effective Date and Termination. This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and Stewardship District, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Sarasota County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed the foregoing Agreement.

WITNESS

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT 2**

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Lakes of Sarasota Community Development District 2, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESS

THREE RIVERS STEWARDSHIP DISTRICT

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Three Rivers Stewardship District, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

IN WITNESS WHEREOF, the undersigned, as District Manager of Lakes of Sarasota Community Development District 2, accepts the authority delegated by this Agreement.

WITNESS

WRATHELL HUNT & ASSOCIATES, LLC

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Wrathell Hunt & Associates, LLC, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: Stewardship District Boundaries as of Merger Effective Date

Exhibit A

TRACT 1 DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Sections 16, 20, 21, 28, 29 & 32, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the northernmost corner of LT Ranch Neighborhood One recorded in Plat Book 53, Page ~~176~~ 175 of the Public Records of Sarasota County, Florida; the following nine (9) calls are along the westerly boundary line of said LT Ranch Neighborhood One: (1) thence S.34°10'43"W., a distance of 1,104.05 feet to a point of curvature of a curve to the left having a radius of 2,865.00 feet and a central angle of 33°39'37"; (2) thence Southerly along the arc of said curve, a distance of 1,683.14 feet, to the point of tangency of said curve; (3) thence S.00°31'06"W., a distance of 255.04 feet to a point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 24°06'58"; (4) thence Southerly along the arc of said curve, a distance of 401.96 feet, to the point of tangency of said curve; (5) thence S.24°38'04"W., a distance of 694.50 feet to the point of curvature of a non-tangent curve to the left, having a radius of ~~955.00~~ 955.09 feet and a central angle of ~~31°15'02"~~ 31°14'51"; (6) thence Southerly along the arc of said curve, a distance of 520.88 feet, said curve having a chord bearing and distance of S.09°18'38"W., 514.45 feet, to the point of tangency of said curve; (7) thence S.06°18'48"E., a distance of 1,214.80 feet to the point of curvature of a non-tangent curve to the right, having a radius of 955.00 feet and a central angle of 69°53'06"; (8) thence Southwesterly along the arc of said curve, a distance of 1,164.84 feet, said curve having a chord bearing and distance of ~~S.28°37'45"W.~~ S.28°37'10"W., 1,093.96 feet, to the point of tangency of said curve; (9) thence ~~S.63°34'18"W.~~ S.63°33'43"W., along said westerly boundary and the extension thereof, a distance of 390.82 feet to a point of curvature of a curve to the left having a radius

of 955.00 feet and a central angle of ~~49°33'38"~~ 49°33'39"; the following seven (7) calls are along the centerline of a 150-foot wide Access Easement, recorded in Official Record Instrument Number 2015078648 of said Public Records; (1) thence Southwesterly along the arc of said curve, a distance of 826.07 feet, to the point of tangency of said curve; (2) thence S.14°00'40"W. S.14°00'06"W., a distance of 1,573.41 feet to a point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 75°26'47"; (3) thence Southwesterly along the arc of said curve, a distance of 1,257.54 ~~1,257.53~~ feet, to the point of tangency of said curve; (4) thence S.89°27'28"W. S.89°26'53"W., a distance of 400.65 feet to a point of curvature of a curve to the left having a radius of 694.00 feet and a central angle of 89°57'34" ~~89°57'53"~~; (5) thence Southwesterly along the arc of said curve, a distance of 1,089.64 ~~1,089.71~~ feet, to the point of tangency of said curve; (6) thence S.00°30'06"E. S.00°31'00"E., a distance of 1,417.28 ~~1,416.57~~ feet; (7) thence S.00°31'33"W. S.00°33'01"W., a distance of 2691.19 ~~2691.22~~ feet to the end of said 150-foot wide Access Easement, also being a point on the easterly line of aforementioned Section 32; thence S.00°35'45"W., along the easterly line of said Section 32, a distance of 2690.82 feet to the southeast corner of said Section 32; thence N.89°34'53"W., along the southerly line of said Section 32, a distance of 5,324.11 ~~5,348.98~~ feet to the southwest corner of said Section 32; thence N.01°29'58"E., along the westerly line of said Section 32, a distance of 5,355.02 feet to the southwest corner of the aforementioned Section 29; thence N.01°03'48"W., along the westerly line of said Section 29, a distance of 5,373.24 feet to the southwest corner of the aforementioned Section 20; thence ~~N.88°56'12"E., a distance of 25.00 feet to the east right-of-way line of Ibis Street as,~~ recorded in Official Record Book 60, Page 196 of said Public Records, said point lying S.89°34'53"E. 25.00 feet from the southwest corner of said Section 32; the following four (4) calls are along the easterly right-of-way line of said Ibis Street and lying 25.00 feet easterly of the east lines of Sections 32, 29, and 20; (1) thence N.01°30'08"E., a distance of 5,354.56 feet; (2) thence N.00°12'43"E., a distance of 2672.81 feet; (3) thence N.02°19'37"W., a distance of 2,702.87 feet; (4) thence N.00°21'49"W., along said east line, a distance of 5,396.54 feet to the north line of the aforementioned said Section 20; thence S.89°33'38"E., a distance of 5,323.34 feet to the southwest corner of the aforementioned Section 16; thence N.00°24'46"E., along the west line of said Section 16, a distance of 1,320.36 feet; thence S.89°52'39"E., a distance of 2,660.98 feet; thence N.00°53'16"E., a distance of 1,295.00 feet to the south right-of-way line of Clark Road, State Road 72; thence S.55°49'33"E., along said south right-of-way line, a distance of 3,081.77 feet to the POINT OF BEGINNING.

~~Said tract of land contains 2,802.19 acres, more or less.~~

LESS AND EXCEPT: (The School Board of Sarasota County, Florida - Official Record Instrument #2020093694)

A parcel of land lying in Section 21, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 21; ~~run~~ thence along the North boundary of said Section 21, N.89°41'18"W., a distance of 766.13 feet to a point on a curve on the Westerly boundary of the 150-foot Access Easement, according to Official Records Instrument Number 2015078648, of the Public Records of Sarasota County, Florida; thence along said Westerly boundary of the 150-foot Access Easement, the following eight (8) courses: 1) Southerly, 1683.76 feet along the arc of a non-tangent curve to the left having a radius of 2,940.00 ~~2940.00~~ feet and a central angle of 32°48'50" (chord bearing S.16°55'31"W., 1660.85 feet); 2) S.00°31'06"W., a distance of 255.04 feet; 3) Southerly, 370.40 feet along the arc of a tangent curve to the right having a radius of 880.00 feet and a central angle of 24°06'58" (chord bearing S.12°34'35"W., 367.67 feet); 4) S.24°38'04"W., a distance of 699.55 feet; 5) Southerly, 78.14 ~~78.13~~ feet along the arc of a tangent curve to the left having a radius of 1030.00 feet and a central angle of 04°20'47" (chord bearing S.22°27'40"W., 78.12 feet) to the POINT OF BEGINNING; 6) Southerly, 478.21 feet along the arc of a non-tangent curve to the left having a radius of 1030.00 feet and a central angle of 26°36'05" (chord bearing S.06°59'14"W., 473.93 feet); 7) S.06°18'48"E., a distance of 1214.80 feet; 8) Southerly, 172.95 feet along the arc of a tangent curve to the right having a radius of 880.00 feet and a central angle of 11°15'37" (chord bearing S.00°40'59"E., 172.67 feet); thence Southwesterly, 41.76 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 95°42'19" (chord bearing S.52°47'59"W., 37.07 feet); thence N.79°20'52"W., a distance of 132.30 feet; thence Northwesterly, 670.59 feet along the arc of a tangent curve to the right having a radius of 940.00 feet and a central angle of 40°52'28" (chord bearing N.58°54'38"W., 656.46 feet); thence Northwesterly, 953.27 feet along the arc of a reverse curve to the left having a radius of 1060.00 feet and a central angle of 51°31'36" (chord bearing N.64°14'12"W., 921.47 feet); thence N.90°00'00"W., a distance of 178.46 feet; thence N.00°00'00"E., a distance of 1497.37 feet; thence N.90°00'00"E., a distance of 546.03 feet; thence Easterly, 619.13 feet along the arc of a tangent curve to the right having a radius of 1440.00 feet and a central angle of 24°38'04" (chord bearing S.77°40'58"E., 614.37 feet); thence S.65°21'56"E., a distance of 542.10 feet; thence Southeasterly, 37.37 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°39'13" (chord bearing S.22°32'20"E., 33.99 feet) to the POINT OF BEGINNING.

Total described parcel containing 2,727.1 ~~65.09~~ acres, more or less.
(2,792.22 acres, minus 65.09 acres)

TRACT 2 DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 30 and 31, Township 37 South, Range 38 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 30; thence S.88°31'18" W., along the north line of said Section 30, a distance of 25.01 feet to the POINT OF BEGINNING, said point being on the west right-of-way line of Ibis Street (50.00 foot wide public right-of-way) as recorded in Official Records Book 62, Page 432 in the Public Records of Sarasota County, Florida; thence S.02°19'37"E., along said west right-of-way line, a distance of 2,702.49 feet; thence S.89°18'42"W., a distance of 1,307.52 feet; thence S.00°22'13"W., a distance of 666.03 feet; thence N.89°15'23"E., a distance of 112.12 feet; thence S.00°20'54"W., a distance of 1,332.28 feet; thence N.89°34'15"E., a distance of 1,200.35 feet to a point on the abovementioned west right-of-way line of Ibis Street; thence along said west right-of-way line for the following two (2) calls: (1) thence S.00°12'43"W., a distance of 667.79 feet; (2) thence S.01°30'08"W., a distance of 4,462.45 feet to the point of curvature of a non-tangent curve to the left, having a radius of 550.00 feet and a central angle of 15°15'39"; thence westerly along the arc of said curve, a distance of 146.49 feet, said curve having a chord bearing and distance of N.67°38'11"W., 146.06 feet, to the end of said curve; thence N.75°16'00"W., a distance of 90.16 feet to the point of curvature of a non-tangent curve to the left, having a radius of 490.00 feet and a central angle of 14°22'03"; thence westerly along the arc of said curve, a distance of 122.87 feet, said curve having a chord bearing and distance of N.82°27'02"W., 122.55 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 718.00 feet and a central angle of 42°03'55"; thence westerly along the arc of said curve, a distance of 527.14 feet, said curve having a chord bearing and distance of N.75°41'40"W., 515.38 feet, to the end of said curve; thence N.18°54'26"E., a distance of 302.35 feet; thence N.65°01'05"W., a distance of 1,068.36 feet; thence S.35°25'57"W., a distance of 1,176.73 feet; thence N.89°13'36"W., a distance of 489.05 feet; thence S.00°07'10"E., a distance of 427.55 feet to the point of curvature of a non-tangent curve to the left, having a radius of 500.00 feet and a central angle of 11°31'42"; thence westerly along the arc of said curve, a distance of 100.60 feet, said curve having a chord bearing and distance of N.75°35'35"W., 100.43 feet, to the point of tangency of said curve; thence N.81°21'26"W., a distance of 108.92 feet to the point of curvature of a curve to the left having a radius of 350.00 feet and a central angle of 16°01'28"; thence westerly along the arc of said curve, a distance of 97.89 feet to the point of tangency of said curve; thence S.82°37'06"W., a distance of 75.69 feet to the point of curvature of a curve to the left having a radius of 350.00 feet and a central angle of 14°32'49"; thence westerly along the arc of said curve, a distance of 88.86 feet to the end of said curve, said point being on the east right-of-way line of Interstate 75 (State Road 93, Section 17075-2407) as recorded in Road Plat Book 2, Page 54 in said Public Records; thence N.21°33'01"W., along said east

right-of-way line, a distance of 3,912.60 feet to a point on the west line of the abovementioned Section 31; thence N.00°46'55"E., along said west Section line, a distance of 1,210.25 feet to the northwest corner of said Section 31, also being the southwest corner of said Section 30; thence N.00°49'51"E., along the west line of said Section 30, a distance of 2,635.22 feet to the West ¼ corner of said Section 30; thence N.00°49'50"E., continuing along the west line of said Section 30, a distance of 2,637.35 feet to the northwest corner of said Section 30; thence N.88°31'18"E., along the north line of said Section 30, a distance of 2,067.47 feet to the north ¼ corner of said Section 30; thence continue N.88°31'18"E., along said north line of Section 30, a distance of 2,642.69 feet to the POINT OF BEGINNING.

Said tract contains 41,791,246 square feet or 959.3950 acres, more or less.

TOTAL DESCRIBED PARCEL CONTAINING A TOTAL AREA OF 3,686.495 2,737.1 ACRES, MORE OR LESS.

Being subject to any rights-of-way, restrictions, and easements of record.

**THREE RIVERS
STEWARDSHIP DISTRICT**

6

Memorandum

To: Board of Supervisors

From: District Management

Date: August 14, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

THREE RIVERS STEWARDSHIP DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by July 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before July 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District website.

Standard: District website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the District website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**THREE RIVERS
STEWARDSHIP DISTRICT**

7

RESOLUTION 2024-06A

A RESOLUTION OF THE THREE RIVERS STEWARDSHIP DISTRICT APPROVING MERGER AGREEMENTS WITH THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2; AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; SETTING A PUBLIC HEARING; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Three Rivers Stewardship District (“Stewardship District”) is a local unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2023-337 Laws of Florida, as amended, (“Act”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Lakes of Sarasota Community Development District (“CDD”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Sarasota County, Florida pursuant to Ordinance No. 2019-51, for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Lakes of Sarasota Community Development District 2 (“CDD 2 together with the CDD and Stewardship District, the “Districts””) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Sarasota County, Florida pursuant to Ordinance No. 2021-116, for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors of the Stewardship District has determined that a merger with CDD and CDD 2 is in the best interests of the Districts because, among other reasons, the merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

WHEREAS, pursuant to Section 190.046, Florida Statutes, and the Act, agreements have been prepared in the form attached hereto as **Exhibit A** (“Merger Agreements”), which agreements set forth the terms for effecting the merger including, among other things, making provision for the filing of merger requests, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

WHEREAS, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act. . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.; and

WHEREAS, Section (6)(27) of the Act also authorizes the merger of one or more community development districts with Stewardship District as follows, with emphasis added:

The district may merge with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any mergers shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Sarasota County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district.

WHEREAS, the Merger Agreements provide that, as the surviving district, the Stewardship District will assume all indebtedness of, and receive title to, all property owned by CDD and CDD 2; and

WHEREAS, the Merger Agreements provide that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

WHEREAS, the Merger Agreements provide that the merger will not adversely affect the rights of creditors of any of the Districts or other parties with whom any of the Districts have entered into a contractual relationship; and

WHEREAS, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

WHEREAS, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

WHEREAS, in order to seek the merger pursuant to Chapter 190, Florida Statutes, and the Act, the Stewardship District must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by the Stewardship District staff may require the expenditure of certain fees, costs, and other expenses as authorized by the Stewardship District Board of Supervisors; and

WHEREAS, the Stewardship District desires to approve the Merger Agreements and hereby authorize Stewardship District staff to effect the merger consistent with the Merger Agreements and the procedures and processes described in Chapter 190, Florida Statutes, and Chapter 2023-337, Laws of Florida, which processes include the consideration of written requests by CDD and CDD 2, setting the public hearing thereon, and such other actions as are necessary in furtherance of the merger process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT:

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreements.** The Board hereby approves for execution the Merger Agreements in the form attached hereto as **Exhibit A**.
3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and District Staff, to proceed as necessary in the consideration of merger requests and related materials to seek the merger of the CDD, CDD 2 and the Stewardship District consistent with the terms of the Merger Agreements, Chapter 190,

Florida Statutes, and Chapter 2023-337, Laws of Florida, and further authorizes the prosecution of the procedural requirements detailed in Chapter 2023-337, Laws of Florida, for the merger.

4. **Setting the Public Hearing on Merger.** A public hearing will be held to provide information and take public comment on the proposed merger and Merger Agreement on August 14, 2024 at 11:00 a.m. at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. Notice shall be published in accordance with the provisions of Chapter 2023-337(6)(27), Laws of Florida.

5. **Effective Date of Merger.** Pursuant to the Merger Agreements, the effective date of the merger shall be upon dissolution of the CDD and CDD 2 by Sarasota County.

6. **Severability.** If any section or part of a section of this Resolution be 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.

7. **Effective Date.** This Resolution shall take effect upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED THIS 10th DAY OF JULY, 2024.

ATTEST:

THREE RIVERS STEWARDSHIP DISTRICT


Secretary/Assistant Secretary

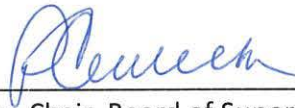

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Merger Agreements

**THREE RIVERS
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**THREE RIVERS
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**THREE RIVERS
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 4,327	\$ 4,327
Due from Landowner	2,266	2,266
Total assets	<u>\$ 6,593</u>	<u>\$ 6,593</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 529	\$ 529
Tax payable	153	153
Landowner advance	6,000	6,000
Total liabilities	<u>6,682</u>	<u>6,682</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	2,266	2,266
Total deferred inflows of resources	<u>2,266</u>	<u>2,266</u>
Fund balances:		
Unassigned	(2,355)	(2,355)
Total fund balances	<u>(2,355)</u>	<u>(2,355)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 6,593</u>	<u>\$ 6,593</u>

**THREE RIVERS
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 903	\$ 18,036	\$ 23,440	77%
Total revenues	<u>903</u>	<u>18,036</u>	<u>23,440</u>	77%
EXPENDITURES				
Professional & administrative				
Supervisors	1,077	4,091	-	N/A
Management/accounting/recording*	500	4,500	6,000	75%
Legal	-	2,882	7,500	38%
Telephone	8	75	100	75%
Postage	31	84	500	17%
Printing & binding	21	187	250	75%
Legal advertising	550	2,607	1,750	149%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	88	755	750	101%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Total expenditures	<u>2,275</u>	<u>20,391</u>	<u>23,440</u>	87%
Excess/(deficiency) of revenues over/(under) expenditures	(1,372)	(2,355)	-	
Fund balances - beginning	(983)	-	-	
Fund balances - ending	<u>\$ (2,355)</u>	<u>\$ (2,355)</u>	<u>\$ -</u>	

*WHA will charge a reduced management fee of \$500 per month until districts are merged.

**THREE RIVERS
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
THREE RIVERS STEWARDSHIP DISTRICT**

The Board of Supervisors of the Three Rivers Stewardship District held a Regular Meeting on July 10, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240.

Present were:

Pete Williams (via telephone)	Chair
Pamela Curran	Vice Chair
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary
John Leinaweaver	Assistant Secretary

Also present:

Chuck Adams	District Manager
Jonathan Johnson (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:41 a.m. Supervisors Curran, Weidemiller, Blakley and Leinaweaver were present. Supervisor Williams attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Discussion:/ Consideration: Merger with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2

- Resolution 2024-06, Approving Merger Agreements with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; Authorizing Such Actions as are Necessary in Furtherance of the Merger**

Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date

- Proposed Merger Agreements

Mr. Johnson presented Resolution 2024-06 and the proposed Merger Agreements. He stated that he is happy to advise the Board Members that the Lakes of Sarasota CDD and the Lakes of Sarasota CDD 2 approved the Merger Agreements today and set the Public Hearings for their August meetings.

On MOTION by Mr. Williams and seconded by Ms. Curran, with all in favor, Resolution 2024-06, Approving Merger Agreements with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; Authorizing Such Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing on August 14, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Acceptance of the Unaudited Financial Statements as of May 31, 2024

On MOTION by Mr. Leinaweaver and seconded by Ms. Curran, with all in favor, the Unaudited Financial Statements as of May 31, 2024, were accepted.

FIFTH ORDER OF BUSINESS

Approval of June 12, 2024 Regular Meeting Minutes

On MOTION by Ms. Curran and seconded by Mr. Leinaweaver, with all in favor, the June 12, 2024 Regular Meeting Minutes, as presented, were approved.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP
- B. District Engineer: Stantec Consulting Services, Inc.
- C. District Manager: Wrathell, Hunt and Associates, LLC

76 There were no Staff reports.

77 • NEXT MEETING DATE: August 14, 2024 at 11:00 AM [Adoption of FY2025
78 Budget]

79 ○ QUORUM CHECK

80

81 SEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

82

83 There were no Board Members' comments or requests.

84

85 EIGHTH ORDER OF BUSINESS

Public Comments

86

87 No members of the public spoke.

88

89 NINTH ORDER OF BUSINESS

Adjournment

90

91 On MOTION by Mr. Weidemiller and seconded by Mr. Leinaweaver, with all in
92 favor, the meeting adjourned at 11:44 a.m.

93

94

95

96

97

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

98

99

100

101

102

103 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**THREE RIVERS
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

THREE RIVERS STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023	Regular Meeting	11:00 AM
November 8, 2023 CANCELED	Regular Meeting	11:00 AM
December 13, 2023 CANCELED	Regular Meeting	11:00 AM
January 10, 2024	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
March 13, 2024 CANCELED	Regular Meeting	11:00 AM
April 10, 2024 CANCELED	Regular Meeting	11:00 AM
May 8, 2024 CANCELED	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
July 10, 2024	Regular Meeting	11:00 AM
August 14, 2024	Public Hearing & Regular Meeting	11:00 AM
September 11, 2024	Regular Meeting	11:00 AM