

# Wildcat Preserve Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

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The following is the proposed agenda for the meeting of the Board of Supervisors for the Wildcat Preserve Community Development District, scheduled to be held **Tuesday, August 28, 2018 at 11:00 a.m. at the 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243.**

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-877-864-6450

Participant Code: 974058

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Business Matters**

- Roll Call to Confirm Quorum
  - Public Comment Period
1. Appointing a Supervisor for Seat 5 & Administering Oath of Office
  2. Consideration of Resolution 2018-05, Election of Officers
  3. Consideration of Resolution 2018-06, Designating A Registered Agent
  4. Consideration of Minutes of the May 31, 2018 Board of Supervisors' Meeting
  5. Public Hearing on the Adoption of the District's Annual Budget
    - a. Public Comments and Testimony
    - b. Board Comments
    - c. Consideration of Resolution 2018-04, Adopting the Fiscal Year 2019 Budget and Appropriating Funds
  6. Consideration of Fiscal Year 2019 Developer Funding Agreement

### **Other Business**

- A. Staff Reports
  - District Counsel
  - District Engineer
  - District Manager- Setting Fiscal Year 2019 Meeting Schedule
  -
- B. Supervisor Requests and Audience Comments

### **Adjournment**

**Wildcat Preserve  
Community Development District**

**Appointing a Supervisor for Seat 5  
&  
Administering Oath of Office**

**WILDCAT PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

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

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Wildcat Preserve Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

**Wildcat Preserve  
Community Development District**

**Consideration of Resolution 2018-05,  
Election of Officers**

**RESOLUTION 2018-05  
ELECTION OF OFFICERS**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILDCAT  
PRESERVE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE  
OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE  
DATE**

WHEREAS, WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the “Board”), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WILDCAT PRESERVE:**

Section 1.     Peter Logan \_\_\_\_\_ is elected Chairman.

Section 2.     Connor Chambers \_\_\_\_\_ is elected Vice Chairman.

Section 3.     Vivian Carvalho \_\_\_\_\_ is elected Secretary.  
                  Margo Holeman \_\_\_\_\_ is elected Assistant Secretary.  
                  Charles Tokarz \_\_\_\_\_ is elected Assistant Secretary.  
                  \_\_\_\_\_ is elected Assistant Secretary.  
                  Jennifer Walden \_\_\_\_\_ is elected Assistant Secretary.

Section 4.     Jennifer Glasgow \_\_\_\_\_ is elected Treasurer.

Section 5.     Amanda Lane \_\_\_\_\_ is elected as Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 28<sup>th</sup> DAY of AUGUST 2018.**

**WILDCAT PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIR/VICE-CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

**Wildcat Preserve  
Community Development District**

**Consideration of Resolution 2018-06,  
Designating A Registered Agent**

RESOLUTION 2018-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND DESIGNATING A REGISTERED AGENT AND REGISTERED AGENT'S OFFICE FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS, NOTICE OR DEMAND ON BEHALF OF THE WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, Wildcat Preserve Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida;

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice or demand required or permitting by law to be served upon the District in accordance with Section 189.416(1), Florida Statutes.

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

1. Vivian Carvalho is hereby designated as registered agent for the Wildcat Preserve Community Development District.
2. The District's registered office shall be Fishkind & Associates, 12051 Corporate Blvd., Orlando, Florida 32817 and whose telephone number is (407) 382-3256.
3. In accordance with Section 189.416, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.
4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF AUGUST, 2018.

ATTEST:

WILDCAT PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRPERSON

**Wildcat Preserve  
Community Development District**

**Consideration of the  
Minutes of the May 31, 2018  
Board of Supervisors' Continued Meeting**



## **MINUTES OF MEETING**

*Wildcat Preserve Community Development District  
Board of Supervisors Continued Meeting  
Thursday, May 31, 2018 at 11:00 a.m. 1651 Whitfield Avenue, Suite 200,  
Sarasota, FL 34243*

Present and constituting a quorum:

Pete Logan	Board Member
Charlie Tokarz	Board Member
Margo Holeman	Board Member

Also present were:

Hank Fishkind	Fishkind & Associates	
Andy Cohen	Persson & Cohen, District Counsel	
Geoffrey Johnson	Medallion Homes	
Connor Chambers	Audience Member	
Vivian Carvalho	Fishkind & Associates, Inc. , District Manager	(via phone)

### **FIRST ORDER OF BUSINESS**

#### **Call to Order**

The meeting was called to order 11:41 p.m. and Dr. Fishkind proceeded with roll call. Board Members Pete Logan, Charlie Tokarz, and Margo Holeman were present, constituting a quorum.

### **SECOND ORDER OF BUSINESS**

#### **Organizational Matters**

#### **Public Comment Period**

There were no members of the public present at this time.

#### **Administering Oath of Office to Charles Tokarz & Margo Holeman**

Dr. Fishkind administered the oath of office to Mr. Tokarz and Ms. Holeman. The oath of office will be notarized afterward. Mr. Tokarz and Ms. Holeman chose to waive compensation.

The District received a letter of resignation from Mr. Wollard. Dr. Fishkind requested a motion to accept Mr. Wollard's resignation.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board accepted Mr. Wollard's Resignation.

**Consideration of the Minutes of  
the August 22, 2017 Board of  
Supervisors Meeting**

The Board reviewed the minutes of the August 22, 2017 Board of Supervisors Meeting.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved the minutes of the August 22, 2017 Board of Supervisors Meeting.

**Consideration of the Minutes of  
the November 7, 2017  
Landowners' Election**

The Board reviewed the minutes of the November 7, 2017 Landowners' Election.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved the minutes of the November 7, 2017 Landowners' Election.

**Consideration of the Minutes of  
the May 22, 2018 Board of  
Supervisors Meeting**

The Board reviewed the minutes of the May 22, 2018 Board of Supervisors Meeting.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved the minutes of the May 22, 2018 Board of Supervisors Meeting.

**Consideration of Resolution 2018-01, Canvassing Results of the Landowners' Election**

Dr. Fishkind explained that Mr. Tokarz and Ms. Holeman each received 90 votes and Mr. Wollard has now resigned from the Board. Mr. Tokarz and Ms. Holeman will each serve four-year terms. Dr. Fishkind requested a motion to approve Resolution 2018-01.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved Resolution 2018-01, Canvassing Results of the Landowners' Election.

**Consideration of Resolution 2018-02, Election of Officers**

Dr. Fishkind explained this resolution would will be amended to remove Mr. Wollard from the slate of officers.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved Resolution 2018-02, Election of Officers, as Amended to remove Mr. Wollard from the slate of officers.

**Consideration of Financial Advisory Agreement**

Dr. Fishkind explained that the Board has seen the Financial Advisory Agreement a number of times and asked if there were any questions. Mr. Cohen provided revisions that will be incorporated into the final document to coincide with the language reflected in the other Districts in which the Developer represents.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved the Financial Advisory Agreement as Amended to incorporate Mr. Cohen's revisions.

**Letter from Supervisor of Elections- Manatee County**

Dr. Fishkind explained that the letter states that there are no registered voters residing in the District. No action was required by the Board.

**Review & Consideration of  
District Counsel Fees for FY 2019**

Dr. Fishkind explained that there was a request for District Counsel fees for Fiscal Year 2019. Mr. Cohen stated that the engagement letter has a CPI built into it and every year around budgeting time he brings forward what that CPI relates to which is simply memorialization.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved the District Counsel Fees for FY 2019.

**Consideration of Resolution 2018-03, Approving a Preliminary Budget for Fiscal Year 2019 and Setting a Public Hearing Date**

Mr. Tokarz provided copies of the budget. Dr. Fishkind distributed copies of the budget.

On MOTION by Mr. Logan, seconded by Mr. Tokarz, with all in favor, the Board approved Resolution 2018-03, Approving a Preliminary Budget for Fiscal Year 2019 and Setting August 28, 2018 at 11:00 am. at 1651 Whitfield Ave, *Suite 200, Sarasota, FL 34243*, as the Public Hearing Date.

**Review of District Financial  
Statements**

There was no action required by the Board.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**Attorney-** No Report

**Engineer-** Not Present

**Manager-** Dr. Fishkind noted that the next scheduled meeting is August 28, 2018 and that will be the day of the Public Hearing on the Final Adoption of the Fiscal Year 2019 Budget.

**FOURTH ORDER OF BUSINESS**

**Audience Comments and Supervisors Requests**

Mr. Cohen asked staff to double check on the time for the Budget Public Hearing because he is not sure if the District's meeting is advertised for 11:00 a.m. or 11:30 a.m. Dr. Fishkind noted that the normal meeting starts at 11:00 a.m. and District staff will conform the hearing date to the time of the regularly scheduled meeting.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

There were no further questions or comments. Dr. Fishkind requested a motion to adjourn.

On MOTION by Ms. Holeman, seconded by Mr. Tokarz, with all in favor, the May 31, 2018 continued meeting for the Wildcat Preserve Community Development District was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman

**Wildcat Preserve  
Community Development District**

**Public Hearing on the  
Adoption of the District's Annual Budget**

**Wildcat Preserve  
Community Development District**

**Consideration of Resolution 2018-04,  
Adopting the Fiscal Year 2019 Budget and  
Appropriating Funds**

**RESOLUTION 2018-04**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2018, submitted to the District’s Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Wildcat Preserve Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, on May 31, 2018, the Board adopted Resolution 2018-03, approving the Proposed Budget and set the public hearing thereon for August 28, 2018; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website in accordance with applicable law; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District 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; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies, emergencies or other unanticipated expenditures during the fiscal year.

**WHEREAS**, in order for the developer of the District (“Developer”) to fund the Proposed Budget, the Board desires to approve a form of a funding agreement (“Budget Funding Agreement”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT;**



## **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for Fiscal Year 2018 and/or revised projections for Fiscal Year 2019.
- c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Wildcat Preserve Community Development District for the Fiscal Year Ending September 30, 2019", as adopted by the Board of Supervisors on August 28, 2018.
- d. The final adopted budget shall be posted by the District Manager on the District's official website in accordance with applicable law.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Wildcat Preserve Community Development District, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, the sum of \$\_\_\_\_\_ to be funded per the Budget Funding Agreement, executed on August 28, 2018.

## **Section 3. Budget Amendments**

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

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption.

**Section 4. Budget Funding Agreement**

The form of the Budget Funding Agreement, attached as **Exhibit “B”** hereto, is hereby approved in order to fund the Developer’s portion of the budget for Fiscal Year 2018/2019.

**Section 5. Effective Date.**

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Wildcat Preserve Community Development District.

Introduced, considered favorably, and adopted this 28<sup>th</sup> day of August, 2018.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
WILDCAT PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** 2018/2019 Budget  
**Exhibit B:** Budget Funding Agreement

**Exhibit A**

**2018/2019 Budget**

Wildcat Preserve Community Development District  
Proposed Fiscal Year 2019 Annual Operations & Maintenance Budget

**Revenues**

Off Roll Assessments \$ 7,425.00

**Net Revenues** \$ 7,425.00

**Expenditures**

District Counsel \$ 1,000.00

District Management Fees 500.00

Telephone 100.00

Postage 100.00

Legal Advertising 1,100.00

Website Maintenance 1,200.00

Dues, Licenses & Fees 175.00

Misc 500.00

Public Officials Insurance 2,750.00

**Operations & Maintenance Expenditures** \$ 7,425.00

**Exhibit B:**  
Budget Funding Agreement

Wildcat Preserve Community Development District  
Fiscal Year 2018-2019 Funding Agreement

This Agreement is made and entered into this 28<sup>th</sup> day of August, 2018, by and between:

Wildcat Preserve Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida (the "District"), and

Wildcat Parrish LLC, a Florida limited liability company, whose mailing address is 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243 (the "Developer").

Recitals

WHEREAS, the District was established by Ordinance No. 15-12 of the Board of County Commissioners for Manatee County, Florida (hereinafter "County"), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, 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 owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein, (the "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, the District has adopted its general fund budget for the Fiscal Year 2018-2019, which year commenced on October 1, 2018, and concludes on September 30, 2019; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2018-2019 Fiscal Year budget, 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 Exhibit B; and

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

WHEREAS, the Developer has 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 Property located within the District for the activities, operations and services set forth in Exhibit B; and

WHEREAS, Developer and District desire to secure such budget funding as 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. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District's sole discretion, within thirty (30) days of written request by the District. Amendments to the District's 2018-2019 Fiscal Year budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. The District hereby finds that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in Exhibit B, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to 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 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Manatee County property appraiser.

3. This instrument shall constitute the final and complete expression of the agreement between 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.

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

5. This Agreement may be assigned, in whole or in part, by the Developer only upon written consent of the District, which consent shall not be unreasonably withheld. The District may not assign its rights and benefits hereunder without the written consent of the Developer, which consent may be granted within the Developer's sole discretion.

6. 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 specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein.

7. 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. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings as well as reasonable attorneys' fees and costs incurred in determining entitlement to and the amount of such fees and costs.

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

10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.



In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**Wildcat Preserve Community  
Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Wildcat Parrish, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**    Property Description  
**Exhibit B**    Fiscal Year 2018-2019 General Fund Budget

**Exhibit A**

**Property Description**

**EXHIBIT '2'**

**WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
METES AND BOUNDS LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:** (AS PREPARED BY THE CERTIFYING SURVEYOR AND MAPPER)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N 00°03'27" E, ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 33.00 FEET TO THE INTERSECTION WITH THE MONUMENTED NORTH RIGHT OF WAY LINE OF GOLF COURSE ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°03'27" E, ALONG SAID EAST LINE OF SECTION 32, A DISTANCE OF 1303.22 FEET TO A 4X4 CONCRETE MONUMENT MARKING THE OCCUPIED NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32; THENCE N 89°48'33" W, ALONG THE MONUMENTED NORTH LINE OF SAID SE 1/4 OF THE SE 1/4 OF SECTION 32, A DISTANCE OF 670.66 FEET TO A 4X4 CONCRETE MONUMENT MARKING THE OCCUPIED SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 32; THENCE N 00°02'23" E, ALONG THE MONUMENTED WEST LINE OF SAID SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 32, A DISTANCE OF 648.07 FEET TO A 4X4 CONCRETE MONUMENT MARKING THE OCCUPIED NW CORNER OF SAID SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 32; THENCE N 89°23'28" W, ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 32, A DISTANCE OF 1435.70 FEET; THENCE S 00°16'59" W, A DISTANCE OF 333.70 FEET; THENCE S 89°17'03" E, A DISTANCE OF 101.88 FEET; THENCE S 00°03'09" W, A DISTANCE OF 283.52 FEET TO A 4X4 CONCRETE MONUMENT; THENCE S 00°15'33" W, A DISTANCE OF 676.19 FEET; THENCE N 88°58'42" W, A DISTANCE OF 628.33 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF FORT HAMER ROAD; THENCE S 00°16'56" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 648.41 FEET TO THE INTERSECTION WITH SAID MONUMENTED NORTH RIGHT OF WAY OF GOLF COURSE ROAD; THENCE S 89°11'56" E, ALONG SAID MONUMENTED NORTH RIGHT OF WAY LINE, A DISTANCE OF 2639.29 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 32, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 89.716 ACRES MORE OR LESS

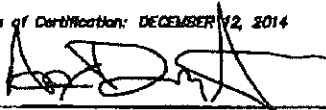
**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE, 1983 / 80 DATUM), DERIVED FROM THE SOUTH RIGHT OF WAY LINE OF GOLF COURSE ROAD, HAVING A BEARING OF S89°11'56"E.
2. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

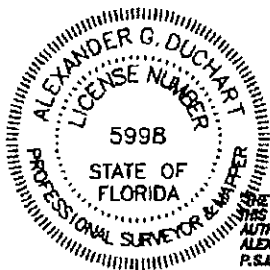
**SURVEYOR'S CERTIFICATE:**

I, the undersigned Professional Land Surveyor, hereby certify that the sketch map(s) and metes and bounds description(s) as set forth in Exhibit '2' of the Partition for the establishment of WILDCAT PRESERVE (Community Development District) are true and correct, were made under my direction and meets the minimum technical standard requirements of Chapter 5J-17 of the Florida Administrative Code as of the following date.

Date of Certification: DECEMBER 12, 2014



ALEXANDER G. DUCHART  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5998



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALEXANDER DUCHART P.S.M.

**SHEET 1 OF 2 SHEETS**

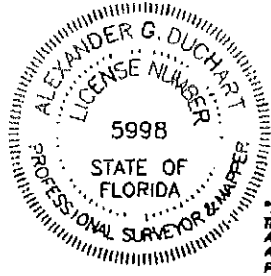
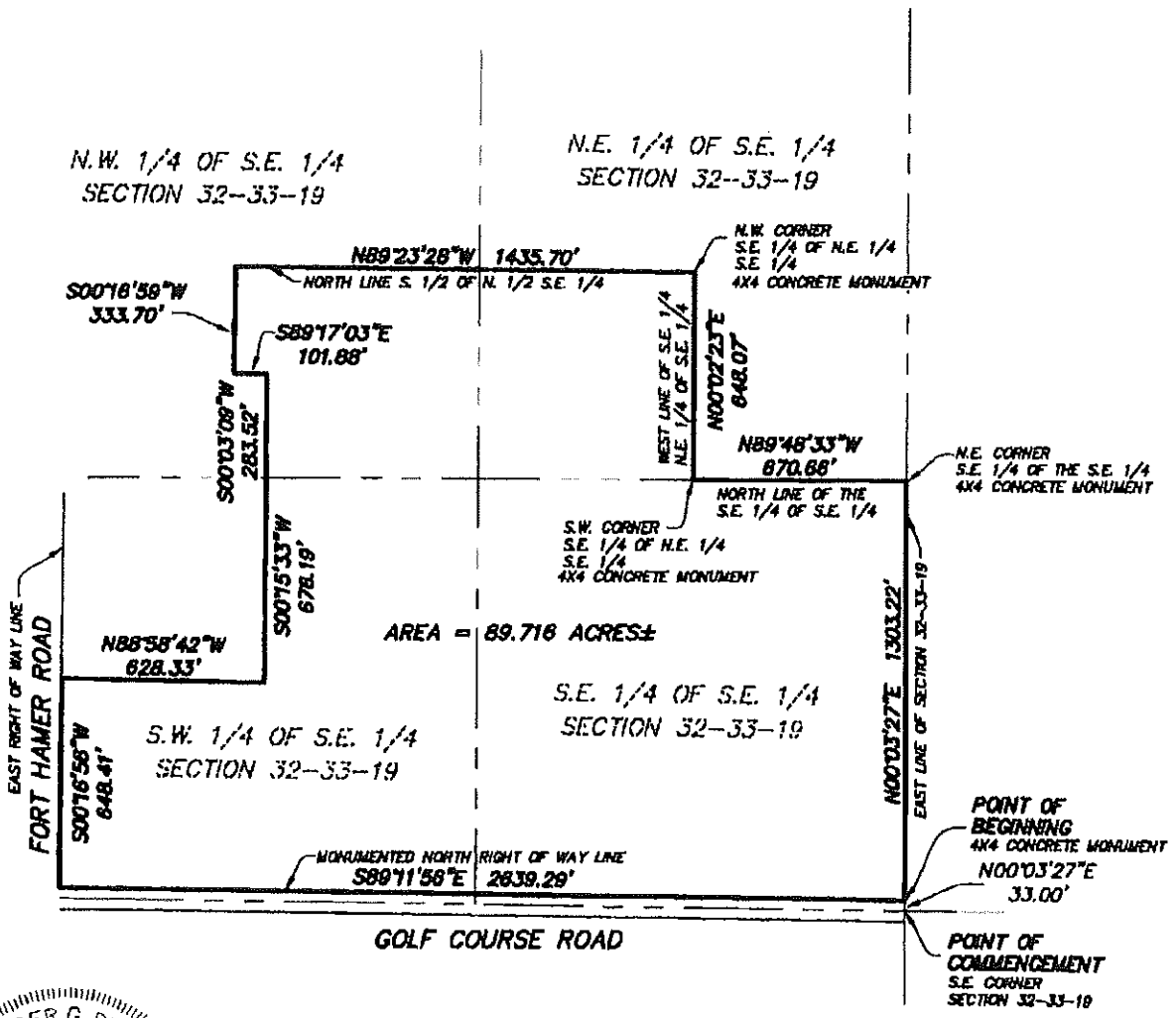
<p>CLIENT: mcdillon JOB NO.: 08-23-14 ACAD FILE: WILDCAT PRESERVE FIELD DATE: DRAWN BY: SD REVISIONS:</p>	<p>UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THE BOUNDARY SURVEY IS FOR INFORMATION ONLY AND IS NOT VALID.</p>	 <p><b>A. DUCHART LAND SURVEYING, INC.</b> 2403 VERMONT AVENUE EAST BRADENTON, FL 34808 aduchart@gmail.com 1-800-402-8768</p> <ul style="list-style-type: none"> <li>• Boundary</li> <li>• Construction</li> <li>• Platting</li> <li>• ALTA</li> <li>• Topographic</li> </ul>
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EXHIBIT 2

WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
METES AND BOUNDS LEGAL DESCRIPTION



SCALE: 1" = 500'



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**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE, 1983 / 80 DATUM), DERIVED FROM THE SOUTH RIGHT OF WAY LINE OF GOLF COURSE ROAD, HAVING A BEARING OF S89°11'56"E.
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SHEET 2 OF 2 SHEETS

<p>CLIENT: mediation JOB NO.: 06-23-14 ACAD FILE: WILDCAT PRESERVE FIELD DATE: DRAWN BY: SD REVISIONS:</p>	<p>"UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THE BOUNDARY SURVEY IS FOR INFORMATION ONLY AND IS NOT VALID."</p>	<p>DECEMBER 12, 2014  ALEXANDER G. DUCHART PROFESSIONAL SURVEYOR &amp; MAPPER FLORIDA REGISTRATION NO. 5998</p>	<p><b>A. DUCHART LAND SURVEYING, INC.</b> 2403 VERMONT AVENUE EAST BRADENTON, FL 34208 aduchart@gmail.com 1-800-402-8768</p> <ul style="list-style-type: none"> <li>• Boundary</li> <li>• Construction</li> <li>• Platting</li> <li>• ALTA</li> <li>• Topographic</li> </ul>
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**Exhibit B**

**Fiscal Year 2018-2019 General Fund Budget**

Wildcat Preserve Community Development District  
Proposed Fiscal Year 2019 Annual Operations & Maintenance Budget

**Revenues**

Off Roll Assessments \$ 7,425.00

**Net Revenues** \$ 7,425.00

**Expenditures**

District Counsel \$ 1,000.00

District Management Fees 500.00

Telephone 100.00

Postage 100.00

Legal Advertising 1,100.00

Website Maintenance 1,200.00

Dues, Licenses & Fees 175.00

Misc 500.00

Public Officials Insurance 2,750.00

**Operations & Maintenance Expenditures** \$ 7,425.00

**Wildcat Preserve  
Community Development District**

**Consideration of Fiscal Year 2019 Developer  
Funding Agreement**

Wildcat Preserve Community Development District  
Fiscal Year 2018-2019 Funding Agreement

This Agreement is made and entered into this 28<sup>th</sup> day of August, 2018, by and between:

Wildcat Preserve Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida (the "District"), and

Wildcat Parrish LLC, a Florida limited liability company, whose mailing address is 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243 (the "Developer").

Recitals

WHEREAS, the District was established by Ordinance No. 15-12 of the Board of County Commissioners for Manatee County, Florida (hereinafter "County"), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, 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 owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein, (the "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, the District has adopted its general fund budget for the Fiscal Year 2018-2019, which year commenced on October 1, 2018, and concludes on September 30, 2019; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2018-2019 Fiscal Year budget, 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 Exhibit B; and



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

WHEREAS, the Developer has 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 Property located within the District for the activities, operations and services set forth in Exhibit B; and

WHEREAS, Developer and District desire to secure such budget funding as 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. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District's sole discretion, within thirty (30) days of written request by the District. Amendments to the District's 2018-2019 Fiscal Year budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. The District hereby finds that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in Exhibit B, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to 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 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Manatee County property appraiser.

3. This instrument shall constitute the final and complete expression of the agreement between 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.

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

5. This Agreement may be assigned, in whole or in part, by the Developer only upon written consent of the District, which consent shall not be unreasonably withheld. The District may not assign its rights and benefits hereunder without the written consent of the Developer, which consent may be granted within the Developer's sole discretion.

6. 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 specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein.

7. 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. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings as well as reasonable attorneys' fees and costs incurred in determining entitlement to and the amount of such fees and costs.

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

10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**Wildcat Preserve Community  
Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Wildcat Parrish, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**    Property Description  
**Exhibit B**    Fiscal Year 2018-2019 General Fund Budget

**Exhibit A**

**Property Description**

**EXHIBIT '2'**

**WILDCAT PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
METES AND BOUNDS LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:** (AS PREPARED BY THE CERTIFYING SURVEYOR AND MAPPER)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N 00°03'27" E, ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 33.00 FEET TO THE INTERSECTION WITH THE MONUMENTED NORTH RIGHT OF WAY LINE OF GOLF COURSE ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°03'27" E, ALONG SAID EAST LINE OF SECTION 32, A DISTANCE OF 1303.22 FEET TO A 4X4 CONCRETE MONUMENT MARKING THE OCCUPIED NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32; THENCE N 89°48'33" W, ALONG THE MONUMENTED NORTH LINE OF SAID SE 1/4 OF THE SE 1/4 OF SECTION 32, A DISTANCE OF 670.66 FEET TO A 4X4 CONCRETE MONUMENT MARKING THE OCCUPIED SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 32; THENCE N 00°02'23" E, ALONG THE MONUMENTED WEST LINE OF SAID SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 32, A DISTANCE OF 648.07 FEET TO A 4X4 CONCRETE MONUMENT MARKING THE OCCUPIED NW CORNER OF SAID SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 32; THENCE N 89°23'28" W, ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 32, A DISTANCE OF 1435.70 FEET; THENCE S 00°16'59" W, A DISTANCE OF 333.70 FEET; THENCE S 89°17'03" E, A DISTANCE OF 101.88 FEET; THENCE S 00°03'09" W, A DISTANCE OF 283.52 FEET TO A 4X4 CONCRETE MONUMENT; THENCE S 00°15'33" W, A DISTANCE OF 676.19 FEET; THENCE N 88°58'42" W, A DISTANCE OF 628.33 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF FORT HAMER ROAD; THENCE S 00°16'56" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 648.41 FEET TO THE INTERSECTION WITH SAID MONUMENTED NORTH RIGHT OF WAY OF GOLF COURSE ROAD; THENCE S 89°11'56" E, ALONG SAID MONUMENTED NORTH RIGHT OF WAY LINE, A DISTANCE OF 2639.29 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 32, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 89.716 ACRES MORE OR LESS

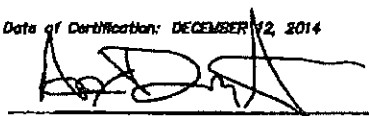
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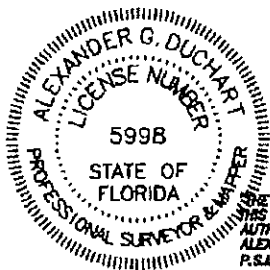
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PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5998



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALEXANDER DUCHART P.S.M.

**SHEET 1 OF 2 SHEETS**

CLIENT	medallion
JOB NO.	08-23-14
ACAD FILE	WILDCAT PRESERVE
FIELD DATE	
DRAWN BY:	SD
REVISIONS	

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS BOUNDARY SURVEY IS FOR INFORMATION ONLY AND IS NOT VALID.



**A. DUCHART LAND SURVEYING, INC.**

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BRADENTON, FL 34808  
aduchart@gmail.com  
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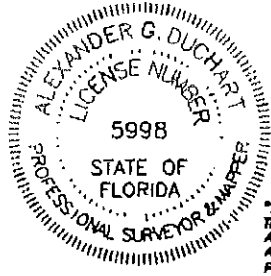
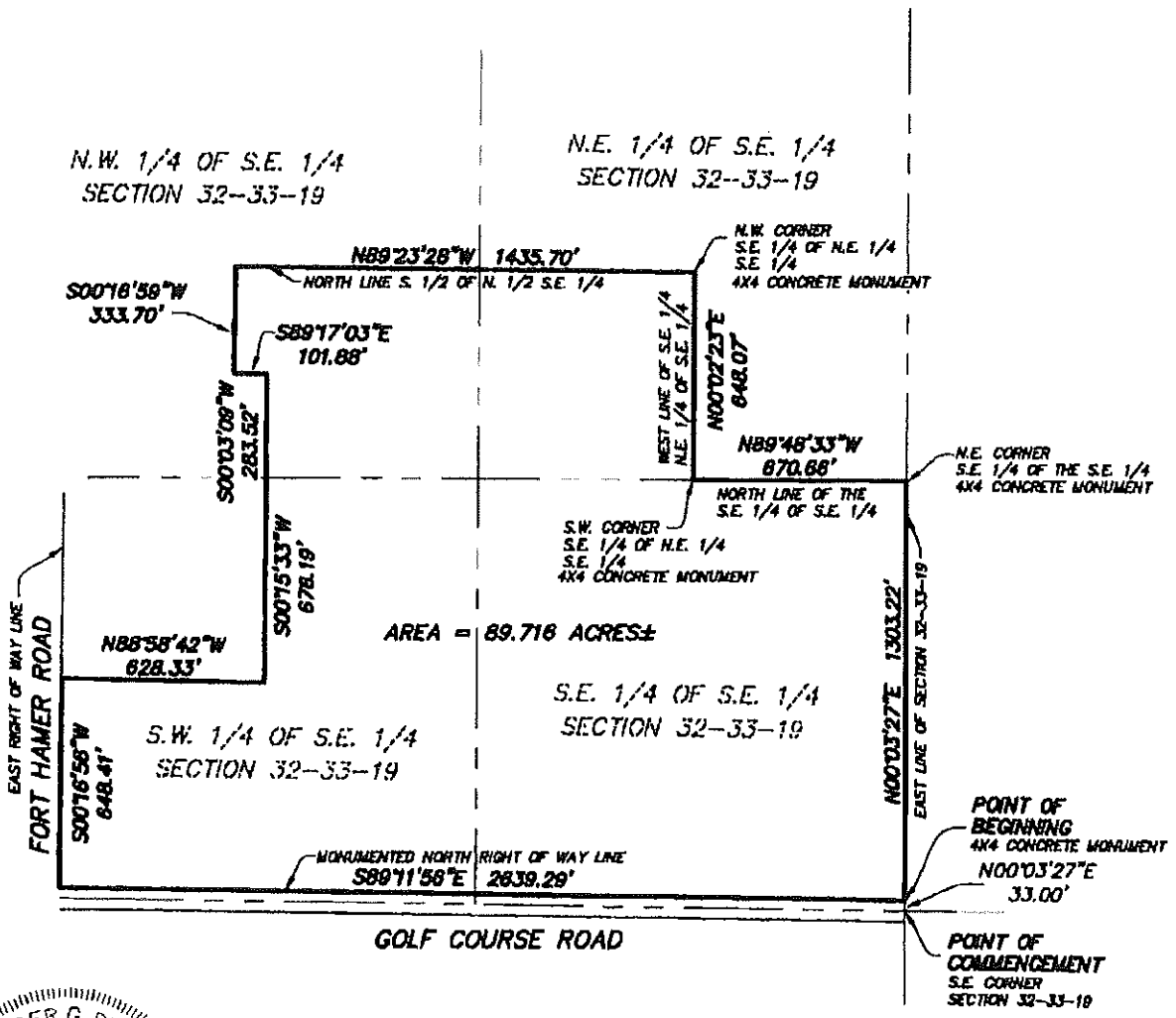
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- Construction
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