



Rizzetta & Company

K-Bar Ranch II Community Development District

**Board of Supervisors'
Meeting
November 14, 2019**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.kbarranchllcdd.org

**K-BAR RANCH II
COMMUNITY DEVELOPMENT DISTRICT**

M/I Homes of Tampa, LLC 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634

Board of Supervisors	Betty Valenti Chloe Firebaugh Jennifer Stilwell Joshua Hall Lee Thompson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Angel Montagna	Rizzetta & Company, Inc.
District Counsel	Andy Cohen	Persson Cohen & Mooney, PA
District Engineer	Tonja Stewart	Stantec Consulting Services

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based.

**K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL
33544**

WWW.KBARRANCHIICDD.ORG

**Board of Supervisors
K-Bar Ranch II Community
Development District**

November 6, 2019

Dear Board Members:

The regular meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District will be held on **Thursday, November 14, 2019 at 9:30 a.m.** at the office of M/I Homes, located at 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on October 10, 2019 Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for September 2019 Tab 2
- 4. BUSINESS ITEMS**
 - A. Presentation of Landscape Report and Responses Tab 3
 - B. Consideration of Proposals from Yellowstone Tab 4
 - C. Presentation of Aquatics Report Tab 5
 - D. Consideration of Resolution 2020-01, Contraction Resolution Tab 6
 1. Consideration of Boundary Funding Agreement Tab 7
 2. Consideration of Agent Authorization Tab 8
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,
[Angel Montagna](#)
District Manager

Cc: Andy Cohen, Persson Cohen & Mooney, P.A.
Betty Valenti, Chairman

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**K-BAR RANCH II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District was held on **Thursday, October 10, 2019 at 9:30 a.m.** at the New Tampa Regional Library, located at 10001 Cross Creek Blvd., Tampa, FL 33647.

Present and constituting a quorum were:

Betty Valenti	Board Supervisor, Chairman
Chloe Firebaugh	Board Supervisor, Vice Chairman
Joshua Hall	Board Supervisor, Assistant Secretary
Lee Thompson	Board Supervisor, Assistant Secretary
Jennifer Stilwell	Board Supervisor, Assistant Secretary

Also present were:

Angel Montagna	District Manager, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel, Persson, Cohen & Mooney
Tonja Stewart	District Engineer, Stantec Consulting
Eric Hendra	Representative, JMT Engineering

FIRST ORDER OF BUSINESS

Call to Order

Ms. Montagna called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members present.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of the
Board of Supervisors' Meeting
held on August 20, 2019**

Ms. Montagna presented the minutes of the Board of Supervisors' meeting held on August 20, 2019. There was a change made to the meeting minutes.

On a Motion by Ms. Firebaugh, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on August 20, 2019 as amended for K-Bar Ranch II Community Development District.

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FOURTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for July and August 2019

Ms. Montagna presented the Operation and Maintenance Expenditures for July and August 2019.

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for July (\$66,722.17) and August 2019 (\$45,451.62) for K-Bar Ranch II Community Development District.

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FIFTH ORDER OF BUSINESS

Presentation of Landscape Report and Responses for August and September

Ms. Montagna presented the Landscape Reports for August and September along with the landscaper's responses to the reports. A discussion ensued regarding turf replacements.

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SIXTH ORDER OF BUSINESS

Presentation of Yellowstone's Onsite Report and Consideration of Proposals from Yellowstone

Ms. Montagna presented Yellowstone's Onsite Report and proposals. It was stated that the Viburnum is coming back and proposal #20706 was tabled.

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Yellowstone's Proposal for mulch (\$9,100.00) for K-Bar Ranch II Community Development District.

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On a Motion by Ms. Valenti, seconded by Ms. Firebaugh, with all in favor, the Board of Supervisors approved Yellowstone's Proposal for annuals (\$2,269.80) for K-Bar Ranch II Community Development District.

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SEVENTH ORDER OF BUSINESS

Ratification of Fourth Addendum to Yellowstone Landscape's Contract

Ms. Montagna presented and reviewed the Fourth Addendum to Yellowstone Landscape's Contract.

On a Motion by Ms. Firebaugh, seconded by Ms. Stillwell, with all in favor, the Board of Supervisors ratified the Fourth Addendum to Yellowstone Landscape's Contract for K-Bar Ranch II Community Development District.

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EIGHTH ORDER OF BUSINESS

Ratification of Proposal for Insurance Renewal

Ms. Montagna presented and reviewed the proposal from Egis for the District's insurance renewal.

On a Motion by Mr. Thompson, seconded by Mr. Hall, with all in favor, the Board of Supervisors ratified the proposal from Egis for the District's Insurance Renewal (\$29,221.00) for K-Bar Ranch II Community Development District.

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NINTH ORDER OF BUSINESS

Consideration of Qualifications Received for District Engineering Services

Ms. Montagna presented the qualifications received from Stantec Consulting Services and JMT Engineering. Attached as (Exhibit "A"). The Supervisors ranked the proposals as a whole Board. Attached as (Exhibit "B").

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ranked Stantec Consulting Services as #1 and JMT Engineering as #2 and authorized District staff to enter into contract negotiations with the number one ranked proposer, Stantec Consulting Services for K-Bar Ranch II Community Development District.

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TENTH ORDER OF BUSINESS

Consideration of Second Addendum to District Services Contract

Ms. Montagna presented and reviewed the Second Addendum to the District Services Contract.

On a Motion by Ms. Valenti, seconded by Ms. Firebaugh, with all in favor, the Board of Supervisors approved the Second Addendum to the District Services Contract for K-Bar Ranch II Community Development District.

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ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Cohen stated that the Interlocal Agreement has been completed and is being recorded.

Mr. Cohen presented Securiteam's Agreement for the District's security services.

On a Motion by Ms. Firebaugh, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified Securiteam's Agreement for Security Services as presented for K-Bar Ranch II Community Development District.

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B. District Engineer

Ms. Stewart updated the Board on connections. A discussion ensued regarding the landscape monuments. Ms. Stewart gave the following updates: Parcel M is in bad shape. Parcel A has been walked and accepted. Mistflower has also been accepted. Mr. Cohen is drafting the documents for the Extension. Ms. Stewart will send a report to Pulte Homes regarding not taking the ponds.

C. District Manager

Ms. Montagna reminded the Board that their next meeting is scheduled for November 14, 2019 at 9:30 a.m. at the office of M/I Homes, located at 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634.

Ms. Montagna presented and reviewed Illumination Holiday Lighting's proposal.

On a Motion by Ms. Firebaugh, seconded by Ms. Valenti, with all in favor, the Board of Supervisors ratified Illumination Holiday Lighting's proposal (not-to-exceed \$1,500.00 to add decorations) for K-Bar Ranch II Community Development District.

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TWELFTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests. Mr. Thompson spoke about expenditures, Spectrum and website documents.

Ms. Valenti stated that the transition to Securiteam was successful.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Ms. Montagna stated that if there was no further business to come before the Board then a motion to adjourn the meeting would be in order.

On a Motion by Mr. Thompson, seconded by Ms. Firebaugh, with all in favor, the Board of Supervisors Adjourned the meeting at 10:57 a.m. for K-Bar Ranch II Community Development District.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 2

K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operations and Maintenance Expenditures September 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2019 through September 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented **\$46,568.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2019 Through September 30, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alonso All-Star LLC	001268	267	Cleaning Sidewalks 08/19	\$ 1,300.00
Bright House Networks	001266	080985202083019	10340 K-Bar Ranch Parkway 09/19	\$ 89.97
Bright House Networks	001259	076593901082019	10541 K-Bar Ranch PKWY Bldg Gate 09/19	\$ 124.97
Bright House Networks	001259	076584502082019	10711 Mistflower Lane 09/19	\$ 124.97
Egis Insurance Advisors, LLC	001271	9700	Florida Insurance Alliance Policy #100119684 FY 19/20	\$ 6,469.00
Hidden Eyes, LLC	001262	682453	Gate Monitoring Parcel C 09/01/19-09/30/19	\$ 1,389.00
Hidden Eyes, LLC	001262	682454	Security Monitoring 09/01/19-09/30/19	\$ 1,050.00
Hidden Eyes, LLC	001262	682455	Gate Monitoring Parcel L 09/01/19-09/31/19	\$ 1,050.00
Hidden Eyes, LLC	001262	682456	Gate Monitoring Parcel A 09/01/19-09/30/19	\$ 1,050.00
Hidden Eyes, LLC	001262	682902	2 Additional Residents Added 08/19	\$ 6.00
Horner Environmental Professionals, Inc.	001263	215871	Aquatics Maintenance 07/19	\$ 2,511.60
Horner Environmental Professionals, Inc.	001263	215872	Aquatics Maintenance 07/19	\$ 762.23
Horner Environmental Professionals, Inc.	001263	215873	Mitigation Area Maintenance 07/19	\$ 812.50

K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2019 Through September 30, 2019

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innersync Studio, LTD	001269	17659	ADA Compliant Website 08/19	\$ 2,325.00
Persson, Cohen & Mooney, P.A.	001264	23068	Legal Services 08/19	\$ 6,533.25
Rizzetta & Company, Inc.	001260	INV0000043077	District Management Fees 09/19	\$ 4,550.00
Rizzetta Technology Services, LLC	001261	INV000004668	Website Hosting Services 09/19	\$ 100.00
Securiteam Inc.	001265	6171081419	Service Call Gate 08/19	\$ 484.00
Securiteam Inc.	001265	6252082619	Service Call Gate 08/19	\$ 359.00
Times Publishing Company	001267	1367	Account #163527 Legal Advertising 08/19	\$ 599.00
Yellowstone Landscape	001270	TM 51238	Weed Removal form Pond Area 08/19	\$ 1,176.00
Yellowstone Landscape	001270	TM 52734	Irrigation Repair 09/19	\$ 62.48
Yellowstone Landscape	001270	TM 52735	Irrigation Repair 09/19	\$ 149.06
Yellowstone Landscape	001272	TM 53240	Landscape Maintenance 09/19	<u>\$ 13,490.42</u>
Report Total				<u>\$ 46,568.45</u>

Tab 3

RESOLUTION 2020-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF TAMPA, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT’S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AUTHORIZING A FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the K-Bar Ranch II Community Development District (“**District**”) is a unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Uniform Act**”), and City of Tampa Ordinance No. 2017-104 (“**Ordinance**”); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roadways, stormwater facilities, street lighting and conduit, water and sewer facilities, landscaping and hardscaping, and other infrastructure; and

WHEREAS, the District presently consists of 861.092 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, Krusen-Douglas, LLC, a Florida Limited Liability Company (“**K-D**”), has approached the District and requested the District petition to amend its boundaries to remove approximately acres of land as more particularly described in the attached **Exhibit A** (“**Contraction Parcel**”) presently owned by K-D, and

WHEREAS, the proposed boundary amendment is in the best interest of the District to account for changes in the District’s development plan; and

WHEREAS, the proposed boundary amendment of the District is the best alternative available for delivering community development services and facilities to the remaining amended boundaries; and

WHEREAS, removal of the Contraction Parcel is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff (“**District Staff**”), to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“**Board**”); and

WHEREAS, M/I Homes of Tampa, LLC, a Florida Limited Liability Company, the developer of the District (“**Developer**”), has agreed to provide sufficient funds to the District for the boundary amendment in order to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with Chapter 190, *Florida Statutes*, by filing a petition with the City of Tampa, Florida, and taking such other actions as are necessary in furtherance of the boundary amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE K-BAR RANCH II COMMUNITY DEVELOPMENT 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. AUTHORIZATION FOR BOUNDARY AMENDMENT. The Board hereby authorizes the Chairperson, District Staff and other consultants to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City of Tampa, Florida, to seek the amendment of the District’s boundaries to remove the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, and other applicable law for the amendment of the District’s boundaries.

3. AUTHORIZATION FOR AGENTS. The Board hereby authorizes the District Chairperson, District Manager, District Counsel and other parties so designated to act as agents of

the District with regard to any and all matters pertaining to the petition to the City of Tampa, Florida to amend the boundaries of the District.

4. FUNDING AGREEMENT. The funding agreement attached hereto as **Exhibit B** is hereby authorized and approved, and the execution of such funding agreement is a necessary prerequisite to the other authorizations set forth herein.

5. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2019

ATTEST:

**K-BAR RANCH II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

EXHIBIT A: Legal Description of Contraction Parcel
EXHIBIT B: Funding Agreement

Tab 4

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019, by and between: **K-Bar Ranch II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Tampa, Hillsborough County, Florida whose address is c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (“**District**”); and **M/I Homes of Tampa, LLC**, a Florida Limited Liability Company, whose address is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634 (“**Developer**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* (the “**Act**”) and by Ordinance No. 2017-104, adopted by the City Council for the City of Tampa, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure (“**Ordinance**”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consist of approximately 861.092 acres of land, more or less; and

WHEREAS, a landowner (Krusen-Douglas, LLC, a Florida limited liability company) has approached the District and requested that the District petition to amend its boundaries (“**Boundary Amendment**”) to remove approximately [REDACTED] acres, of which Krusen-Douglas, LLC, is the sole landowner or otherwise has consent from such landowners for removal of the subject property from the District; and

WHEREAS, the Developer has agreed to fund the expenses for the Boundary Amendment; and

WHEREAS, pursuant to Resolution 2020-[REDACTED], the District has authorized the Boundary Amendment, and, in consideration, Developer has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment (“**Amendment Expenses**”); and

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. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Developer will pay consultants directly and/or make such

funds available to the District on a monthly basis, within thirty (30) days of a written request by the District. If the District is to initially pay consultant expenses, the District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. DISTRICT USE OF FUNDS. The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Developer for funds made available to the District under this Agreement.

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

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

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

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

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other

person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties at the addresses set forth in this Agreement.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

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

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

12. TERMINATION. Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

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

14. ARM'S LENGTH TRANSACTION. 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 doubtful language will not be interpreted or construed against any party.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Florida Statutes, or other statutes or law.

16. 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.

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

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

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

**K-BAR RANCH II COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Title: _____

M/I HOMES OF TAMPA, LLC

By: _____
Its: _____

Tab 5

Authorization of Agent

This letter shall serve as a designation of Persson, Cohen & Mooney, P.A., to act as agent for K-Bar Ranch II Community Development District, with regard to any and all matters pertaining to the Petition to the City of Tampa to Amend the Boundaries of the K-Bar Ranch II Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

**K-BAR RANCH II
COMMUNITY DEVELOPMENT
DISTRICT**

Name: _____

Print Name: _____
Chairman/Vice Chairman
Date: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

On this _____ day of _____, 2019, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, Chairman/Vice Chairman of the Board of Supervisors of K-Bar Ranch II Community Development District, and he/she acknowledged the above instrument to be the act of said Petitioner.

IN WITNESS WHEREOF, I hereto set my hand and Notarial Seal.

NOTARY PUBLIC

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