



Rizzetta & Company

Mitchell Ranch Community Development District

Board of Supervisors' Meeting March 10, 2020

**District Office:
5844 Old Pasco Road, Suite 100
Tampa, Florida 33625
813.933.5571**

**MITCHELL RANCH
COMMUNITY DEVELOPMENT DISTRICT**

5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Kelly Evans Laura Coffey Lori Campagna Daniel Arnette Christopher Smith	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley Robin & Vericker
District Engineer	Brian Surak	Clearview Land Design

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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)994-1001. 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.

March 2, 2020

Board of Supervisors
**Mitchell Ranch Community
Development District**

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Mitchell Ranch Community Development District will be held on **Tuesday, March 10, 2020 at 10:00 a.m. (or immediately following the adjournment of the Copperspring CDD meeting)**, at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the revised final agenda for the meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisor s' Meeting Tab 1
held on February 11, 2020
 - B. Consideration of the Operation and Maintenance Expenditures for Tab 2
January 2020
- 4. BUSINESS ITEMS**
 - A. Consideration of a Board Supervisor Replacement
 1. Consideration of Resignation of Board Supervisor, Daniel Arnette Tab 3
 2. Consideration of Oath of Office to Newly Appointed Supervisor
 - B. Consideration of Resolution 2020-02, Accepting the Easement for Tab 4
Signage from M & M Route 54 West LLC
 - C. Consideration of Phase 1 Plat and Conveyance acceptance
 1. Consideration of Grant of Easements from Lennar to CDD Tab 5
 2. Consideration of Resolution 2020-03, Accepting a Deed for Tab 6
Common Area Tracts and Plat for Mitchell Ranch Phase 1
 3. Consideration of QC Deed for Phase 1 Common Area Tracts from Tab 7
Lennar Homes LLC to CDD
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. Interim Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 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,
Matt Huber
District Manager

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.

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Mitchell Ranch Community Development District was held on **Tuesday, February 11, 2020 at 9:13 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel FL, 33544.

Present and constituting a quorum were:

Kelly Evans	Board Supervisor, Chairman
Laura Coffey	Board Supervisor, Vice Chair (via conference call)
Lori Campagna	Board Supervisor, Assistant Secretary
Chris Smith	Board Supervisor, Assistant Secretary

Also Present were:

Matthew Huber	District Manager, Rizzetta & Company, Inc.
Kristen Schalter	District Counsel, Straley, Robin Vericker (via conference call)
Sandy Crespo	Administrative Assistant, Rizzetta & Company, Inc.

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Huber called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There were no audience attendees, and no comments.

THIRD ORDER OF BUSINESS **Consideration of the Minutes of the Audit Committee Meeting held on November 12, 2019**

Mr. Huber presented the Minutes of the audit committee meeting held November 12, 2019 to the Board of Supervisors.

On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the Minutes of the audit committee meeting held on November 12, 2019 for Mitchell Ranch Community Development District.

FOURTH ORDER OF BUSINESS **Consideration of the Minutes of the Regular Meeting held on November 12, 2019**

Mr. Huber presented the Minutes of the regular meeting held November 12, 2019 to the Board of Supervisors.

On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the Minutes of the regular meeting held on November 12, 2019 for Mitchell Ranch Community Development District.

SIXTH ORDER OF BUSINESS **Consideration of Operation and Maintenance Expenditures for October, November & December 2019**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors, approved the operation and maintenance expenditures for October (\$10,592.29), November (\$3,540.40) and December 2019 (\$6,822.71) for Mitchell Ranch Community Development District.

SEVENTH ORDER OF BUSINESS **Ratification of the Grau Engagement Letter**

On a Motion by Ms. Campagna, seconded by Mr. Smith, with all in favor, the Board of Supervisors ratified the engagement letter, for auditing services for the Fiscal Years 2018/2019, 2019/2020 and 2020/2021, to Grau and Associates for Mitchell Ranch Community Development District.

EIGHTH ORDER OF BUSINESS **Ratification of Aquatic Maintenance Proposal**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors ratified the aquatic maintenance proposal for Mitchell Ranch Community Development District.

NINTH ORDER OF BUSINESS **Ratification of Pond Bank Landscape Maintenance**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors ratified the pond bank landscape maintenance proposal for Mitchell Ranch Community Development District.

TENTH ORDER OF BUSINESS **Discussion of Natural Buffer Areas Policy**

Mr. Huber presented the Policy to the Board and explained that it is usually part of a Resolution which the Board could ratify at a future meeting. Ms. Evans stated she thought this was a good idea for the District.

On a Motion by Ms. Campagna, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the Natural Buffer Areas Policy for Mitchell Ranch Community Development District.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Schalter discussed the Interlocal Agreement with Pasco County for Off-Site Roadway. Counsel will cover the Bryant Square Recorded Easement and Phase 1 Plat at the Next meeting, and they signed off on an agreement for Spine Road.

B. District Engineer

No report.

C. District Manager

Mr. Huber stated that the next meeting is scheduled for March 10, 2020 at 10:00 am (or immediately following the Copperspring meeting). He discussed the meeting on April 14th, and the updated 11:00 am time was agreed upon by the Board.

Mr. Huber stated the proposed budget will be presented on 5/12, and the final budgets will be ready 7/14. He asked the Board about going on the tax roll and discussed the need for developer funding. The Board directed Mr. Huber to have the District go on the Tax Roll for the FY2020-2021 Budget.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Evans discussed the landscape turnover walk, and she is to send an invite within 2 weeks. She explained that the Fieldstone landscape agreement will need an addendum.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adjourned the meeting at 9:27 a.m. for Mitchell Ranch Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

Mitchell Ranch Community Development District

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operations and Maintenance Expenditures January 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2020 through January 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,267.37**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy Florida, LLC	001020	15787 23495 12/19	2778 Legend Pasture Rd Lift 12/19	\$ 66.73
Rizzetta & Company, Inc.	001018	INV0000045862	District Management Fees 01/20	\$ 3,850.00
Rizzetta & Company, Inc.	001021	INV0000046412	Annual Dissemination Services 19/20	\$ 5,000.00
Rizzetta Technology Services	001022	INV0000005402	Website Development & Hosting Services 01/20	\$ 850.00
Straley Robin Vericker	001023	17834	General Legal Services 12/19	\$ 369.44
Times Publishing Company	001019	0000037284 11/29/19	Account #204746 Legal Advertising 11/19	\$ <u>131.20</u>
Report Total				\$ <u>10,267.37</u>

Tab 3

Mitchell Ranch
Community Development District
Board of Supervisors

To Whom It May Concern:

I, DANIEL ARNETTE, do hereby resign from the
Board of Supervisors of the Mitchell Ranch Community Development
District, effective as of FEBRUARY 28, 2020.



Signature

DANIEL ARNETTE

Print Name

Date: 2/28/2020

Tab 4

RESOLUTION 2020-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT
CONSENTING TO AND ACCEPTING AN EASEMENT FOR SIGNAGE
AND SIGNAGE RELATED IMPROVEMENTS.**

WHEREAS, Mitchell Ranch Community Development District (the “**District**”) intends to install signage and signage related improvements on the portion of land which is owned by M & M Route 54 West LLC and located within the jurisdictional boundary of the District; and

WHEREAS, M & M Route 54 West, LLC has recorded in favor of the District that certain easement as described in the Official Records Book 10049, Pages 399-405 of the Public Records of Pasco County and attached hereto as **Exhibit A** (the “**Easement**”); and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) was presented with the Easement and has determined that it is in the District’s best interest to consent to and accept the Easement.

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

Section 1. The District hereby consents to and accepts the Easement in favor of the District as described above and acknowledges responsibility for maintenance of the property and signage associated with the Easement.

Section 2. The Chair or Vice Chair of the Board is authorized and directed to take any such action and execute such other documents as may further be required to carry out the intent of the foregoing, subject only to final review and approval by the District’s legal counsel and the District’s engineer.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2020.

Attested By:

**Mitchell Ranch
Community Development District**

Matthew Huber
Assistant Secretary

Kelly Evans
Chair of the Board of Supervisors

Exhibit A
The Easement

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

EASEMENT

THIS EASEMENT (this "**Easement**") is made this 6 day of January, 2020, by M&M ROUTE 54 WEST, LLC, a Florida limited liability company ("**Grantor**") to MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT, a special purpose local government established pursuant to Chapter 190, Florida Statutes (the "**CDD**" or "**Grantee**").

RECITALS

A. Grantor is the record title owner of that certain real property located in Pasco County, Florida, as legally described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Easement Area**").

B. The Easement Area is part of a residential community located in Pasco County, Florida, and generally known as "Mitchell Ranch."

C. Grantor has determined it is necessary and appropriate to convey to Grantee a perpetual easement over, under, through and across the Easement Area for the purpose of installing, repairing, replacing and maintaining a sign and signage-related improvements within the Easement Area.

NOW THEREFORE, the parties, their successors and assigns, intending to be legally bound hereby, desire to impose, create and/or formalize certain easements, subject to certain terms and conditions, all as more fully set forth and described below.

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into and form a part of this Easement.

2. **Grant of Easement**. Grantor hereby grants, reserves and establishes in favor of the Grantee (and Grantee's contractors, subcontractors, agents, designees and employees), a perpetual easement over, under, through and across the Easement Area for the installation, maintenance, repair and replacement of signage and any related improvements, including, without limitation, any lighting, landscaping and irrigation facilities in connection with such signage (as determined by Grantee's sole and absolute discretion), within the Easement Area. Grantee shall determine all such signage and signage-related improvements installed and maintained by Grantee within the Easement Area in Grantee's sole and absolute discretion.

3. Non-Interference; Rights. No permanent or temporary barriers or obstructions of any kind or nature to Grantee's free and unhampered use of said Easement Area shall hereinafter be caused or permitted by Grantor. Grantor may record plats and install utilities across the Easement Area in a manner that does not materially interfere with any improvements installed by Grantee or Grantee's rights herein. Grantor covenants and agrees that it shall not use the Easement Area, or permit the Easement Area to be used by any third party, in any way or manner which would impair, jeopardize or interfere with the intended use thereof granted to Grantee by this Easement. In the event Grantor (or Grantor's contractors, agents, employees, or invitees) cause any damage to the signage or signage-related improvements, or impair or interfere with Grantee's rights hereunder, Grantee shall have all remedies available at law and in equity.

4. Maintenance. Upon installation, Grantee shall, at its sole cost and expense, maintain and repair any signage and signage-related improvements installed by Grantee within the Easement Area.

5. Covenant. Grantor hereby covenants to Grantee that (i) it is lawfully seized of the Easement Area in fee simple; (ii) that Grantor has the right and authority to grant the rights herein this Easement; and (iii) execution and delivery of this Easement does not breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Grantor is bound.

6. Enforcement. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Easement, each party shall have the right, but not the obligation, to enjoin such violation or threatened violation in a court of competent jurisdiction in Pasco County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity or under this Easement, including, without limitation, specific performance of this Easement. The prevailing party in any litigation involving this Easement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, including all costs of appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of this Easement. GRANTOR AND GRANTEE ARE RELYING UPON THE OTHER PARTY CONFIRMING IN ADVANCE THIS EASEMENT IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO BOTH PARTIES. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EITHER PARTY, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, FROM TAKING THE POSITION THAT ANY PROVISION OF THIS EASEMENT IS INVALID, UNFAIR OR UNENFORCEABLE IN ANY RESPECT.

7. Applicable Law; Jurisdiction; Venue. This Easement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Pasco County, Florida. If any provision of this Easement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a

court of competent jurisdiction, then the remainder of this Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Binding Effect; Covenant Running With Land. This Easement and obligations granted and created herein shall be deemed covenants running with the land and shall be binding and benefit not only the parties hereto but also their assigns and successors in title. All future owners of the Easement Area shall take title subject to the easement, rights, terms and conditions of this Easement. This Easement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, personal representatives, successors and assigns.

9. Headings. Captions and section headings contained in this Easement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.

10. Recordation and Effective Date. This Easement shall be recorded in the Public Records of Pasco County, Florida, and shall be effective upon such recording.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed by its duly authorized representatives as of this 6th day of January, 2020.

WITNESSES:

"GRANTOR"

M&M ROUTE 54 WEST, LLC, a Florida limited liability company

[Signature]
Print Name: Suleiry Mats

By: _____
Name: Joe Marino
Title: Managing Member

Margy Neverova
Print Name: MARGARITA NEVEROVA

[Company Seal]

STATE OF New Jersey)
COUNTY OF Bergen)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of January, 2020, by Joe Marino, as Managing Member of M&M ROUTE 54 WEST, LLC, a Florida limited liability company. He/She (is personally known to me) [has produced _____ as identification].

[Signature]
Notary Public
Print Name: Nicole Prunella
My Commission Expires: 4-2-24

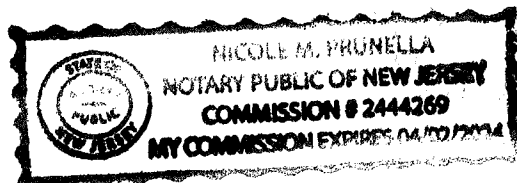


Exhibit A

Legal Description and Sketch

[Attached On Following 2 Pages]

THIS IS NOT A SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH REPORT.
BEARINGS ARE BASED UPON: SEE THE LEGAL DESCRIPTION AND SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 26, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 26, Township 26 South Range 16 East, Pasco County, Florida; thence N89°31'39"W, along the South line of said Northeast 1/4 of Section 26 (being the basis of bearing for this legal description), for 260.17 feet to the point of intersection with the Westerly Right-of-Way line of LITTLE ROAD, according to Official Record Book 1469, Page 1422, of the Public Records of Pasco County, Florida; thence the following two (2) courses along said Westerly Right-of-Way line of LITTLE ROAD; (1) thence leaving said South line of the Northeast 1/4 of Section 26, N00°34'52"E, for 0.71 feet; (2) thence N00°39'53"E, for 783.93 feet; thence leaving said Westerly Right-of-Way of LITTLE ROAD, N89°20'07"W, for 25.00 feet to the point of intersection with the West line of Parcel 809.8, as described in Official Record Book 1855, Page 296 of the Public Records of Pasco County, Florida, same also being the POINT OF BEGINNING; thence leaving said West line of Parcel 809.8, thence N90°00'00"W, for 60.00 feet; thence N00°39'53"E, for 30.00 feet to the point of intersection with the East line of MITCHELL 54 WEST PHASE I RESIDENTIAL; thence N90°00'00"E, along said East line of MITCHELL 54 WEST PHASE I RESIDENTIAL, for 60.00 feet to the point of intersection with said West line of Parcel 809.8; thence leaving said East line of MITCHELL 54 WEST PHASE I RESIDENTIAL, S00°39'53"W along said West line of Parcel 809.8, for 30.00 feet to the POINT OF BEGINNING.

Containing 1,800 square feet or 0.041 acres, more or less.

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS SOLELY BASED UPON THE RECORD DOCUMENTS AS REFERENCED HEREON, AS WELL AS AN ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., TITLED "MITCHELL REMAINDER", JOB NUMBER 2013-0150, DATED 7-11-2018, WITH A LATEST REVISION DATE OF 8-31-2018, AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR:

MITCHELL 54 WEST

SHEET DESCRIPTION:

SIGN EASEMENT - LEGAL DESCRIPTION AND SKETCH

SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:
NONE	12-05-2019	GS	JTP	JTP
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:
2013-015E	319	26	26 S	16 E



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.8707

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 SKETCH

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH
STATE OF

JARED T. PATENAUBE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH REPORT. BEARINGS ARE BASED UPON: SEE THE LEGAL DESCRIPTION AND SKETCH

LEGEND:

COR = CORNER
MOL = MORE OR LESS
ORB = OFFICIAL RECORD BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
SEC = SECTION

LINE	BEARING	LENGTH
L1	N00°34'52"E	0.71'
L2	N89°20'07"W	25.00'
L3	N90°00'00"W	60.00'
L4	N00°39'53"E	30.00'
L5	N90°00'00"E	60.00'
L6	S00°39'53"W	30.00'

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS SOLELY BASED UPON THE RECORD DOCUMENTS AS REFERENCED HEREON, AS WELL AS AN ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., TITLED "MITCHELL REMAINDER", JOB NUMBER 2013-0150, DATED 7-II-2018, WITH A LATEST REVISION DATE OF 8-31-2018, AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR: **MITCHELL 54 WEST**

SHEET DESCRIPTION: **SIGN EASEMENT - LEGAL DESCRIPTION AND SKETCH**

SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:
1" = 60'	12-05-2019	GS	JTP	JTP

JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:
2013-015E	319	26	26 S	16 E

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 SKETCH

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

CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

DAVID G. PATENAIDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

12-5-19

FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLDESIGN.COM L.B. NO. 8707

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#7984585 v2

Tab 5

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

Kristen M. Schalter, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

Grant of Easements

This Grant of Easements is given as of the ____ day of February, 2020, by **Lennar Homes, LLC**, a Florida limited liability company, ("**Grantor**") whose address is 700 Northwest 107th Avenue, Suite 400, Miami, Florida 33172, in favor of the **Mitchell Ranch Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("**Grantee**"), whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

Grantor is the owner of certain yard drainage and access easements, CDD wall easements, and CDD drainage and access easements it reserved over certain real property located in Pasco County, Florida more particularly described as follows ("**Easements**"):

All of the (CDD) Side Yard Drainage/Access Easements, (CDD) Drainage and Access Easements, (CDD) Wall Easements, and Trail Easements in the plat of Mitchell 54 West Phase 1 Residential as recorded in Plat Book 81, Pages 49-53 of the Public Records of Pasco County, Florida.

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, conveys, warrants, and dedicates to the Grantee, its successors, assigns, agents, and vendors, the Easements for access, ingress, egress, landscaping, fencing, and maintenance, together with full rights of ingress, egress, and access on, in, over, under, across, and through the parcels of real estate located in Hillsborough County as described and depicted in the above referenced plats.

That the Grantor, its successors and assigns, shall not interfere with, alter, or encroach upon this Easement.

This Easement was prepared at the direction of the Grantor without the benefit of a title search.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant of Easements as of the day and year first written above.

Witnesses:

Lennar Homes, LLC
a Florida limited liability company

Name: _____

Marvin L. Metheny, Jr.
Vice President

Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of February, 2020 by Marvin L. Metheny, Jr., as Vice President of Lennar Homes LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Tab 6

RESOLUTION 2020-03

A RESOLUTION OF THE MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS APPROVING THE ACCEPTANCE OF CERTAIN PLAT NOTES; ACCEPTING A DEED FOR CERTAIN COMMON AREA TRACTS WITHIN THE DISTRICT; AND ACCEPTING A GRANT OF EASEMENTS WITHIN THE DISTRICT.

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

WHEREAS, pursuant to Section 190.011(1), Florida Statutes, the District is authorized to acquire real property by purchase, gift, devise, or otherwise; and

WHEREAS, pursuant to Section 190.012 (1)(a), Florida Statutes, the District is authorized to finance, fund, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain storm water management and control systems that serve the District; and

WHEREAS, pursuant to Section 190.012 (1)(f), Florida Statutes, the District is authorized to finance, fund, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species; and

WHEREAS, pursuant to Section 190.012(2)(a), Florida Statutes, the District is authorized to finance, fund, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain parks and recreational amenities, that serve the District; and

WHEREAS, the District has previously acquired the tracts of land as listed in **Composite Exhibit A** (the "**Tracts**") by Deed and/or assigned by certain Plat notes (the "**Plat**"), which are located within the boundaries of the District, and the easements necessary for ingress and egress, drainage, and maintenance (the "**Easements**") in order to provide stormwater management services, conservation areas, mitigation areas, and/or wildlife habitat, and parks and recreational amenities for the District; and

WHEREAS, the District has determined that the Tracts and the Easements benefit the properties located within the boundaries of the District, and the District desires to approve and accept the Tracts in order to provide a complete system of stormwater management services, conservation areas, mitigation areas, and/or wildlife habitat and parks and recreational amenities.

NOW THEREFORE, BE IT RESOLVED that:

1. The District hereby accepts and approves the conveyance of Tracts and Easements as described by Plat Note 6 and Plat Note 8 of Mitchell 54 West Phase 1 Residential, as recorded in Plat Book 81, Pages 49-53 of the Public Records of Pasco County, Florida.
2. The Chairman or the Vice-Chairman of the District are hereby authorized, empowered and directed to execute any and all other documents and to take whatever other action he or she deems necessary to carry out the intent of the foregoing.
3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2020.

Attest:

**Mitchell Ranch
Community Development District**

Matthew Huber
Secretary/Assistant Secretary

Kelly Evans
Chairman of the Board of Supervisors

Composite Exhibit A

Mitchell Ranch Community Development District

Plat

1. Plat Note 6 and Plat Note 8 of Mitchell 54 West Phase 1 Residential, as recorded in Plat Book 81, Pages 49-53 of the Public Records of Pasco County, Florida.

Deed

1. Tract A-1, Tract B-1, Tract B-2, Tract B-3, Tract L-1 and Tract L-2 of Mitchell 54 West Phase 1 Residential, according to the plat thereof, as recorded in Plat Book 81, Pages 49-53 of the Public Records of Pasco County, Florida.

Easements

1. All (CDD) Side Yard Drainage/Access Easements, (CDD) Drainage and Access Easements, and (CDD) Wall Easements of Mitchell 54 West Phase 1 Residential, as recorded in Plat Book 81, Pages 49-53 of the Public Records of Pasco County, Florida.

Tab 7

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

Kristen M. Schalter, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

QUITCLAIM DEED

THIS QUIT-CLAIM DEED is made as of the ____ day of February, 2020, by **Lennar Homes, LLC** a Florida limited liability company ("**Grantor**"), whose address is 700 Northwest 107th Avenue, Suite 400, Miami, Florida 33172 in favor of **Mitchell Ranch Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("**Grantee**"), whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. All references to the parties herein shall include their heirs, personal representatives, successors and assigns.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and does hereby remise, release and quitclaim to Grantee, its successors and assigns, forever, all right, title, interest, claim, and demand which Grantor has in and to the real property described as follows in Pasco County, Florida ("**Property**"):

Tract A-1, Tract B-1, Tract B-2, Tract B-3, Tract L-1 and Tract L-2 of Mitchell 54 West Phase 1 Residential, according to the plat thereof, as recorded in Plat Book 81, Pages 49-53 of the Public Records of Pasco County, Florida.

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon and all easements, reservations and other rights whatsoever related thereto, reserved unto Grantor on the aforesaid plat. This Property consists of governmental common area tracts.

TO HAVE AND TO HOLD all of said right, title, interest, claim, and demand of Grantor in said land, and all improvements thereon, unto Grantee for its use and benefit forever.

(This Deed was prepared at the request of the parties without the benefit of a title search.)

THIS IS A CONVEYANCE OF PROPERTY BY GRANTOR, A DEVELOPER, TO THE GRANTEE, A COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this deed as of the date first above written.

Witnesses:

Lennar Homes, LLC
a Florida limited liability company

Name: _____

Marvin L. Metheny, Jr.
Vice President

Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of February, 2020 by Marvin L. Metheny, Jr., as Vice President of Lennar Homes LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____