



Rizzetta & Company

Mitchell Ranch Community Development District

Board of Supervisors' Meeting January 9, 2024

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chape, FL 33544
813.994-1001**

www.mitchellranchcdd.org

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588
www.mitchellranchcdd.org

Board of Supervisors	Kelly Evans	Chairman
	Lori Campagna	Vice Chairman
	Paulo Beckert	Assistant Secretary
	Christopher Smith	Assistant Secretary
	Vacant	Assistant Secretary
District Manager	Debby Wallace	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.

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
mitchellranchcdd.org

December 29, 2023

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Mitchell Ranch Community Development District will be held on **Tuesday, January 9, 2024 at 9:00 a.m.** immediately following adjournment of Connerton East Community Development District, at the Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Landscape Maintenance Renewal..... Tab 1
 - B. Appointment of Open Board Seat #4 (Term - 2020-2024)
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Regular Meeting held on November 14, 2023..... Tab 2
 - B. Consideration of Operation and Maintenance Expenditures for October & November 2023 Tab 3
 - C. Ratification of Construction Requisitions..... Tab 4
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Aquatic Report Tab 5
 - D. Landscape & Irrigation Update..... Tab 6
 - E. District Manager Tab 7
- 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,
Debby Wallace
Debby Wallace
Regional District Manager

Tab 1



Mitchell Ranch CDD
Landscape Management Contract Renewal
Start Date: January 1, 2024
End Date: December 31, 2024



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Landscape Management Contract Summary of Services **The following services are included in recurring monthly Invoices.**

Client Experience & Reporting

- Assigned Account Manager
- Constant and accurate communication
- Recurring meetings & site walks/inspections
- Prompt and thorough Proposals
- Proactive approach

Ground Maintenance Services

- (42) Services per year
- Weekly Services April through October
- Bi-weekly Services November through March
- Mow & Line-Trim Turf Areas
- Hard Edge Turf along Hard-Surface Edges every service
- Soft Edge Turf along Landscape Beds & Tree Rings every other service
- Blow Off Hard-Surfaces
- Trash & Debris Removal

Bed Weed Control Services

- (42) Services per year
- Hand-Pull Visible Weeds (4")
- Chemically Treat Landscape Beds, Tree Rings, & Hard-Surfaces

Plant & Shrub Maintenance Services

- (10) Services per year
- Plants, Shrubs, & Ornamentals under 12'
- Clippings, Debris, & Trash Removal

Horticulture Services

- (12) Services per year
- (2) Plant, Shrub, & Ornamental Fertilization
- (4) St. Augustine Fertilization
- (12) Integrated Pest Management Inspections & Treatments

Irrigation Maintenance Services

- (12) Services per year
- Run & inspect zones monthly.
- Adjust irrigation heads to ensure proper coverage.
- Visual inspection for dry spots, broken heads, leaks, or staining
- Monthly irrigation repair pre-approval of \$750.00

Service Pricing

- Monthly: \$14,558.00
- Yearly: \$174,696.00



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Available Additional Services

The following services will be proposed to Client and Invoiced separately upon completion.

Seasonal Annual Rotations

- (4) Rotations per year
- February, May, August, and November
- 4" Seasonal Annuals per Rotation
- Remove and dispose of existing Annuals.
- All beds will be cleaned and cultivated prior to installation.
- Granular time-release fertilizer application
- If additional Potting Soil is needed, a Proposal will be presented prior to installation.
- \$2.75 - \$4.50 per Annual. Price varies by type, quantity, and size.

Mulch Installation

- Mulching of all ornamental beds, tree rings, and specified open natural areas to re-establish industry standard 3" thickness.
- \$80.00 - \$95.00 per cubic yard. Prices vary depending on quantity and type.

Palm Tree Pruning

- Palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris.
- Pruning equipment will be sanitized to avoid transmitting any prevalent or existing palm diseases.
- \$40.00 - \$175.00 per palm. Prices vary in quantity, type, size, and condition.



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Landscape Management Service Specifications

Account Management

- A qualified Account Manager will be assigned to the property and will report onsite each week to ensure all required services are performed to the customer's satisfaction.
- The Account Manager will be responsible for administering all aspects of service delivered and will consult with the customer on a weekly basis regarding scheduling of additional services, preparing estimates for property enhancements and any quality control issues.

Landscape Maintenance - Grounds

- Mowing of all turf areas throughout the property will be completed weekly in the heavy growing season.
- Mowing in the dormant months will be scheduled bi-weekly.
- Proper height for each season will be maintained per horticultural standards. This height will vary based on species and adverse weather conditions. Typically, the height will range from 3 ½" to 5"
- Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be maintained by line trimmers or chemical means.
- The edging of all hard surfaces will be completed each service.
- The edging of all bed-lines will be completed every other service.
- Bed-lines and tree rings with concrete edging or curbing will be maintained with a line trimmer.
- Bed-lines and tree rings with rock, pebble, or other hard material as bed covering will be chemically edged to prevent flying projectiles.
- The contractor to remove visible weeds and vines throughout landscape beds and tree rings.
- Chemical means will be used to control weeds throughout landscape beds, tree rings, and hardscape joints.
- The contractor will remove all trash each service. Trash will be collected, bagged, and removed from the property.
- Contractor will blow grass clippings, leaves, and debris off hard surfaces after each mowing service.

Landscape Maintenance - Plant, Shrub, & Ornamental

- Highly visible and focus areas will be maintained each service. All other areas will be maintained monthly.
- Hedges, shrubs, ornamental trees, and palms up to 10' overall height are included in routine services.
- Trimming will be completed in a neat and orderly fashion and in a manner conducive to the nature of the plant to enhance the overall landscape of the property.
- Sidewalks, driveways, and roadways will be pruned to maintain passable conditions; overhanging foliage branches obstructing and hindering pedestrians or motor traffic will be eliminated.
- The contractor will remove all trash each service. Trash will be collected, bagged, and removed from the property.
- Debris illegally dumped on-site will be removed and disposed of at Client's expense.



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Irrigation Management

- Within the first (30) days of service to new customers contractor will inspect the entire irrigation system and develop a full report of all aspects of the system noting any deficiencies and necessary repairs needed and present it to the appropriate management representative.
- The contractor will repair or replace without cost to the customer any properly installed irrigation head or component damaged during our landscape maintenance operations or through our negligence. All other repairs will be performed on a time and materials basis.
- The contractor will perform a complete irrigation system inspection monthly. During each inspection the following functions will be performed:
 - Visual verification of the operation of all Timers, Pumps, Valves and Heads.
 - Minor adjustments to ensure proper coverage and directional flow.
 - Adjustments to controller programs to meet current watering restrictions, seasonal requirements, and existing turf/plant conditions.
 - Adjust all heads not functioning properly.
 - Clear obstructions prevent proper head elevation.
 - Complete necessary irrigation repairs up to pre-approved allowance.
 - Develop a proposal for any needed repairs beyond our monthly prior approval.
 - Submit a full monthly irrigation system report to management.
- The Contractor cannot assume responsibility for any turf or plant losses resulting from lack of water due to local watering restrictions. In all cases we will program the controllers to strictly adhere to all local watering guidelines and laws.

Horticulture Services

- In compliance with the Best Management Practices (GI-BMP) ordinance, all turf areas, shrub beds, and ground covers will be fertilized as per the maintenance specifications attached.
- No fertilizer shall be applied within 10' of any service water, landward edge of the top of seawall, designated wetland, or wetland as defined by the Florida Department of Environmental Protection.
- Complete fertilizers will be a custom blended mix in a granular or liquid and contain a minimum of 50% nitrogen in a slow or controlled release form.
- All fertilizer formulations will have Nitrogen to Potassium ratio of 1:1 or 2:1 for a complete fertilizer formulation.
- Turf areas will be inspected each visit for indications of pest problems such as insects, disease, weeds, etc. and advise Client of such problems.
- The contractor will be executing Integrated Pest Management (IPM) practices. Upon confirmation of a specific infestation or concern requiring a pesticide treatment, pesticides will be applied on an as needed or spot treatment basis, whenever possible, using the least toxic, effective means of control. In some cases, control of a disease or insect infestation may require a more aggressive treatment approach to reach a manageable status. A separate proposed agreement will be provided if a disease or insect infestation compromises the overall health or appearance of the turf.
- Weed Control will be completed with chemical spray applications. Chemical Weed Control will be applied safely when temperatures are below 85 degrees and wind drift is at a minimum. Due to the unavailability or restricted use of effective control products, the prevention of carpet grass and select sedges are not part of this Contract and are not included in the contract amount.



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Contractor Responsible for The Following

- Damage due to operation of equipment in performing Contract.
- Failure to comply with all laws pertaining to protected plant species.
- Damage to plant material due to improper horticultural practices.
- Improper replacement or retrofitting of irrigation system components.

Contractor Not Responsible for The Following

- If Turf has been allowed to grow up against buildings, structures, houses, concrete curbing, landscape edging, pool enclosures, and/or fence-lines Contractor will not be responsible for damages caused to any of the above-mentioned areas. Contractor will require one of the following prior to Contract Start Date:
 - Approved Proposal to create 3" Barrier along the structure. Chemical means will be used to create Barrier.
 - Signed Waiver releasing Contractor from damage responsibility.
- Death or decline of plant material due to improper selection, placement, planting, or maintenance done before the time of this Contract.
- Damage due to improper irrigation components existing at the time of Contract execution, exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind, fire, cold damages or any other 'Act of God' are not included in contract.
- Damage due to disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components, or irrigation restrictions imposed by the Water Management District or civil authorities.
- Damage caused by, or to any hidden item in the landscape that is not clearly guarded or marked.
- Damage due to vandalism
- Debris illegally dumped on-site will be removed and disposed of at Client's expense.



This agreement is made between **Mitchell Ranch CDD (Client)** and **Fieldstone Landscape Services, LLC (Contractor)**. The parties referenced above desire to enter into this agreement to be governed by the following terms, conditions, and stipulations.

1. **SPECIFICATIONS:** Contractor agrees to provide Landscape Management Services within the time and manner described in the "Landscape Management Specifications" attached hereto by reference. The Contractor shall not be held liable for any loss, damage, or delays caused by fire, civil or military authority, inclement weather, animals, vandalism, or any other causes beyond their control.
2. **TERM:** The term of this agreement is for (12) consecutive months beginning on **January 01, 2024, and terminating on December 31, 2024.**
3. **COMPENSATION:** The total amount to be paid under this agreement is **\$174,696.00**, which will be paid in equal monthly payments of **\$14,558.00**. Payment Terms are Net 30 to assist in financing Contractor operations. Monthly Invoices will be made on the 1st day of the month, for all services to be performed for that month. The client shall agree to pay interest in the amount of 1.5% per month on all accounts not received within sixty (60) days past due. Further, Client shall be responsible for any collection costs and attorney fees incurred by Contractor, in collection of sums past due under this contract.
4. **RENEWAL:** If, upon expiration of this contract, a new contract has not been executed by both parties, this contract shall automatically renew for a period of one (1) year from the date of expiration of the previous term including a price increase not to exceed the current Consumer Price Index (CPI). The CPI is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Indexes are available for the U.S. and various geographic areas. Average price data for select utility, automotive fuel, and food items are also available.
5. **BILLING PRORATIONS:** The monthly payments due under this contract are intended to represent (1/12th) of the entire annual amount stated in paragraph (4) above. The stated monthly payments do not necessarily represent the payment of actual work performed for a given month. Upon cancellation of this contract by either party for any reason, including but not limited to the sale or transfer of the management or ownership of the property, the Contractor will be entitled to audit the contract and produce a final adjusted bill representing payment for services and/or materials delivered through the date of cancellation, less all contractual payments received through that date.
6. **TERMINATION:** If Contractor fails to fully perform its obligations and fails to cure any such default within (30) days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Contractor of the termination date in writing and pay Contractor for all Services performed to the effective date of termination.
7. **INSURANCE:** The Contractor will maintain Workman's Compensation Insurance, public liability, and property damage insurance at all times. Upon request the Contractor will supply the Client with a current Certificate of Insurance.



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AGREED TO AND SIGNED BY THE FOLLOWING:

CUSTOMER

SIGNATURE: _____

NAME: _____

COMPANY: _____

DATE: _____

CONTRACTOR:

SIGNATURE: _____

NAME: _____

COMPANY: _____

DATE: _____

Tab 2

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 the Mitchell Ranch Community Development District was held on **Tuesday, November 14, 2023, at 9:27 a.m.** at Residence Inn by Marriott Tampa, 2101 Northpointe Parkway, Lutz, Florida 33588.

Present and constituting a quorum were:

Kelly Evans	Board Supervisor, Chair
Lori Campagna	Board Supervisor, Vice-Chair
Paulo Beckert	Board Supervisor, Assistant Secretary

Also Present were:

Debby Wallace	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley, Robin Vericker
Brian Surak	District Engineer, Clearview Land Design (via phone)
John Cornelius	Representative, Fieldstone
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Wallace called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Resident stated that there are ants on the trails. Fieldstone will treat.

THIRD ORDER OF BUSINESS

**Consideration of Traffic Enforcement
Agreement Proposal**

On a Motion by Ms. Campagna, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Clearview Land Design Traffic Enforcement Agreement Proposal not-to-exceed amount of \$5,500.00, for Mitchell Ranch Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Street Signage
Proposals**

Add \$3,510.00 to the Econostripe's proposal for concrete to match the proposal from Signarama.

On a Motion by Ms. Campagna, seconded by Mr. Beckert, with all in favor, the Board of Supervisors authorized Chair to choose the vendor/proposal after Ms. Campagna reviews the locations of the signs, for the Mitchell Ranch Community Development District.

FIFTH ORDER OF BUSINESS

**Accepting Drainage from M&M
Property into CDD Ponds**

As a follow up to the last meeting, this is a formal request from M & M and an updated the map as per the Board's request.

SIXTH ORDER OF BUSINESS

**Consideration of Agreement with
M&M for Stormwater Management
System Connection**

Cost share is 19.8%. Section 4 of the Agreement will be \$5,940 based on FY 2023/2024 Budget for pond and wetland maintenance (\$30,000). Section 18, District Counsel to provide amount.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Agreement with M&M for Stormwater Management System Connection subject to District Counsel adding language as per Board's discussion, for Mitchell Ranch Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Little Road
Enhancement Sign Proposal**

There was no action taken on this matter.

EIGHTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Meeting held on October 10,
2023**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on October 10, 2023, as amended, for Mitchell Ranch Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of O&M Expenditures
for September 2023**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the O&M expenditures for September 2023 (\$43,371.41), for Mitchell Ranch Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

No report.

C. Aquatic Report

The Board reviewed the monthly report.

D. Landscape and Irrigation Report

Mr. Cornelius reviewed the report with the Board.

E. District Manager

Ms. Wallace reminded the Board of Supervisors that the next meeting is scheduled for December 14, 2023, at 5:00 p.m. at the Residence Inn by Marriott Tampa, 2101 Northpointe Parkway, Lutz, Florida 33588.

Ms. Wallace presented the Website Compliance Report to the Board.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

A letter of resignation was received from Peter Williams and was presented under separate cover.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors accepted the resignation of Mr. Williams, for Mitchell Ranch Community Development District.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Wallace stated that there were no other matters to come before the Board of Supervisors at this time.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors adjourned the meeting at 9:45 a.m. for Mitchell Ranch Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 3

Mitchell Ranch Community Development District

District Office · Tampa, Florida - (813) 994-1001

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614

www.mitchellranchcdd.org

Operations and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,358.65**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Christopher Smith	100186	CS101023	Board of Supervisors Meeting 10/10/23	\$ 200.00
Duke Energy	ACH	9100 8922 3115 09/23	2809 Legend Pasture Rd 09/23	\$ 30.79
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3264 08/23	2778 Legend Pasture Rd Lift 08/23	\$ 88.58
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3264 09/23	2778 Legend Pasture Rd Lift 09/23	\$ 83.63
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3446 08/23	2899 Bear Landing Way 08/23	\$ 220.94
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3446 09/23	2899 Bear Landing Way 09/23	\$ 195.62
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3602 09/23	2911 Legend Pasture Rd. 09/23	\$ 30.79
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3793 08/23	2965 Bear Landing Way 08/23	\$ 30.79
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3793 09/23	2965 Bear Landing Way 09/23	\$ 30.79
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 3967 09/23	00000 State Rd 54 Lite 09/23	\$ 844.79
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 4140 08/23	0000 Little RD 08/23	\$ 617.89
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 4140 09/23	0000 Little RD 09/23	\$ 617.89
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 4306 08/23	0000 Little Rd Lite 08/23	\$ 3,090.53
Duke Energy	ACH	ACH		
Duke Energy	ACH	9100 8922 4306 09/23	0000 Little Rd Lite 09/23	\$ 3,090.53
		ACH		

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Duke Energy	ACH	9100 8922 4463 09/23	3043 Legend Pasture Rd 09/23	\$ 30.79
Duke Energy	ACH	9100 8922 4645 09/23	2609 Legend Pasture Rd. 09/23	\$ 30.79
Duke Energy	ACH	9101 3841 5332 09/23	8163 Rolling Tides Dr 09/23	\$ 16.45
Duke Energy	ACH	9101 3841 7178 09/23	3159 Bear Landing Way MNMT Sign 09/23	\$ 17.07
Duke Energy	ACH	9101 3842 0123 09/23	2696 Welbilt Blvd Mnmt Sign 09/23	\$ 16.45
Duke Energy	ACH	9101 3958 8485 09/23	0000 State Road 54 LITE 09/23	\$ 1,633.38
Egis Insurance Advisors, LLC	100185	19507	Policy #100123431 10/01/2023-10/01/2024	\$ 8,392.00
Florida Governmental Utility Authority	100191	10000010518 10/23	2778 Legend Pasture Road -Reclaimed Water 10/23	\$ 152.76
Florida Governmental Utility Authority	100191	10000012771 10/23	8553 Houdstooth Enclave Dr 10/23	\$ 71.76
Grau & Associates, P.A.	100187	101023-478	Audit FYE 09/30/2022	\$ 35.00
Kelly Evans	100188	KE101023	Board of Supervisors Meeting 10/10/23	\$ 200.00
Lori Campagna	100189	LC101023	Board of Supervisors Meeting 10/10/23	\$ 200.00
Lutz Hotel Management, LLC	100192	111423	BOS Meeting/Banquet 10/23	\$ 81.44
Paulo Beckert	100190	PB101023	Board of Supervisors Meeting 10/10/23	\$ 200.00

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Times Publishing Company	100184	0000308606 09/27/23	Legal Advertising 09/23	\$ <u>107.20</u>
Report Total				\$ <u>20,358.65</u>

Blank Tab

District Office · Tampa, Florida - (813) 994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
www.mitchellranchcdd.org

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

____ Chairperson

____ Vice Chairperson

Assistant Secretary

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	ACH	9100 8922 3115 10/23 ACH	2809 Legend Pasture Rd 10/23	\$ 30.79
Duke Energy	ACH	9100 8922 3264 10/23 ACH	2778 Legend Pasture Rd Lift 10/23	\$ 77.18
Duke Energy	ACH	9100 8922 3446 10/23 ACH	2899 Bear Landing Way - Lift 10/23	\$ 202.58
Duke Energy	ACH	9100 8922 3602 10/23 ACH	2911 Legend Pasture Rd. 10/23	\$ 30.79
Duke Energy	ACH	9100 8922 3793 10/23 ACH	2965 Bear Landing Way 10/23	\$ 30.79
Duke Energy	ACH	9100 8922 3967 10/23 ACH	00000 State Rd 54 Lite 10/23	\$ 844.79
Duke Energy	ACH	9100 8922 4140 10/23 ACH	0000 Little RD 10/23	\$ 617.89
Duke Energy	ACH	9100 8922 4306 10/23 ACH	0000 Little Rd Lite 10/23	\$ 3,090.53
Duke Energy	ACH	9100 8922 4463 10/23 ACH	3043 Legend Pasture Rd 10/23	\$ 30.79
Duke Energy	ACH	9100 8922 4645 10/23 ACH	2609 Legend Pasture Rd. 10/23	\$ 31.18
Duke Energy	ACH	9101 3841 5332 10/23 ACH	8163 Rolling Tides Dr 10/23	\$ 16.45
Duke Energy	ACH	9101 3841 7178 10/23 ACH	3159 Bear Landing Way MNMT Sign 10/23	\$ 17.39
Duke Energy	ACH	9101 3842 0123 10/23 ACH	2696 Welbilt Blvd Mnmt sign 10/23	\$ 16.45
Duke Energy	ACH	9101 3958 8485 10/23 ACH	0000 State Road 54 LITE 10/23	\$ 1,633.38
Florida Department of Commerce	100194	89336	Special District Fee FY 23/24	\$ 175.00

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kelly Evans	100195	KE111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Lori Campagna	100196	LC111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Paulo Beckert	100197	PB111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Rizzetta & Company, Inc.	100198	INV0000084946	District Management Fees 11/23	\$ 4,404.25
Rizzetta & Company, Inc.	100199	INV00000854056	Assessment Roll FY 23/24	\$ 5,624.00
Rizzetta & Company, Inc.	100193	INV000084153	District Management Fees 10/23	<u>\$ 4,404.25</u>
Total				<u>\$ 21,878.48</u>

Tab 4

**MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
REQUISITION RECAP FOR BOARD APPROVAL
ON JANUARY 9, 2024**

REQUISITION NO.	PAYEE	AMOUNT
CR14	Lennar Corporation	\$1,530,749.27

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
mitchellranchcdd.org

November 17, 2023

U.S. BANK NATIONAL ASSOCIATION
Mitchell Ranch Special Assessment Bonds, Series 2019
Corporate Trust Services
Attention: Lori Pardee-Cushing
60 Livingston Avenue, 3rd Floor
EP-MN-WS3T
St. Paul, MN 55107

RE: Special Assessment Bonds, Series 2019
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA WIRE TRANSFER:

REQUISITION NO.	PAYEE	AMOUNT
CR14	Lennar Corporation	\$1,530,749.27 or Available Balance in Account Not Exceeding Amount

If you have any questions regarding this request, please do not hesitate to call me at (813) 994-1001. Thank you for your prompt attention to this matter.

Sincerely,
MITCHELL RANCH
COMMUNITY DEVELOPMENT DISTRICT

Debby Bayne-Wallace
District Manager

**MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(2019 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Mitchell Ranch Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2019, as supplemented by that certain First Supplemental Trust Indenture dated as of October 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

November 16, 2023

- (A) Requisition Number: **CR14**
- (B) Name of Payee: **Lennar Corporation**
700 N.W. 107th Avenue
Miami, FL 33172
- (C) Amount Payable: **\$1,530,749.27 or Available Balance in Account**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of Infrastructure – June 2022 – September 2022**
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2019 Project; and
- 4. each disbursement represents a Cost of 2019 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

By: _____

Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2019 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified. _____

Consulting Engineer

Mitchell Ranch Common & Subdivision
June 2022 - Sept 2022

Vendor	Invoice #	Payment #	Amount
FLORIDA DESIGN CONSULTANTS	44014	89031	\$1,300.00
FLORIDA DESIGN CONSULTANTS	44013	93915	\$1,420.00
FLORIDA DESIGN CONSULTANTS	44128	110026	\$1,030.00
FLORIDA DESIGN CONSULTANTS	44127	114598	\$500.00
FLORIDA DESIGN CONSULTANTS	44255	130259	\$4,010.00
FLORIDA DESIGN CONSULTANTS	44256	130259	\$1,430.00
CLEARVIEW LAND DESIGN	22-01572	99180	\$8,250.00
CLEARVIEW LAND DESIGN	22-01569	99180	\$760.54
CLEARVIEW LAND DESIGN	22-01664	99180	\$435.00
CLEARVIEW LAND DESIGN	22-01878	125152	\$2,750.00
CLEARVIEW LAND DESIGN	22-01874	125152	\$157.17
CLEARVIEW LAND DESIGN	22-01877	125152	\$1,500.00
CLEARVIEW LAND DESIGN	22-01876	125152	\$2,827.50
CLEARVIEW LAND DESIGN	22-02172	135635	\$2,750.00
CLEARVIEW LAND DESIGN	22-02168	135635	\$41.71
CLEARVIEW LAND DESIGN	22-02171	135635	\$750.00
CLEARVIEW LAND DESIGN	22-02170	135635	\$360.00
CLEARVIEW LAND DESIGN	22-01571	151683	\$650.00
DUKE ENERGY	F4171965601	1833611	\$7,051.49
DUKE ENERGY	F4171885001	1833610	\$943.77
DEEB CONSTRUCTION	PAY APP #13	99191	\$513,480.25
DEEB CONSTRUCTION	PAY APP #14	99191	\$169,196.58
DEEB CONSTRUCTION	PAY APP #15	120409	\$260,275.86
DEEB CONSTRUCTION	PAY APP #17	157072	\$36,420.89
WINDWARD BUILDING GROUP	5720616-1	104741	\$49,464.22
WINDWARD BUILDING GROUP	5720616-2	120504	\$57,973.41
WINDWARD BUILDING GROUP	5720616-3	147041	\$182,835.99
FLORIDA STATE FENCE	142242	157081	\$77,590.50
JBC LANDSCAPING INC	06032022-05	79187	\$19,995.00
JBC LANDSCAPING INC	07182022-01	110057	\$18,575.00
FGUA	202206 32600 CR	1825295	\$326.00
PASCO COUNTY BOCC	202203 8850000 CR	1860683	\$88,500.00
PASCO COUNTY BOCC	202208 932000 CR	1864713	\$9,320.00
PASCO COUNTY PDD		Credit Card	\$6,500.00
PASCO COUNTY PDD		Credit Card	\$172.25
PASCO COUNTY PDD		Credit Card	\$1,175.00
PASCO COUNTY PDD		Credit Card	\$31.14
		Total	\$1,530,749.27

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 357,826.84 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 4/30/22 to Lennar Homes, LLC on the job of Mitchell Ranch Phase IV, to the following described property:

MITCHELL RANCH PHASE IV

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on June 10, 2022

Lienor's Name: Deeb Construction & Development Co

By: [Signature]

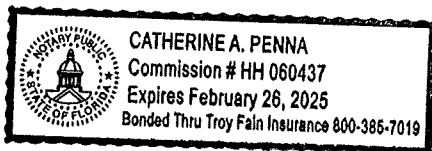
Print Name: Thomas P Deeb

Title: President

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 10th day of June, 2022 by Thomas P Deeb who is personally know to me or who has produced _____ as identification and who did not take an oath.



Notary Public Catherine A. Penna

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 513,480.25 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 5/31/22 to Lennar Homes, LLC on the job of Mitchell Ranch Phase IV, to the following described property:

MITCHELL RANCH PHASE IV

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on 7/19/22

Lienor's Name: Deeb Construction & Development Co

By: [Signature]

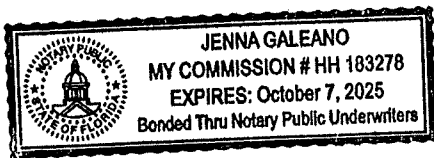
Print Name: Thomas P Deeb

Title: President

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Thomas P Deeb, who is personally know to me or who has produced _____ as identification and who did not take an oath.



Notary Public [Signature]

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 169,196.58 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 169,196.58, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July, 2022.

Deeb Construction & Development Co

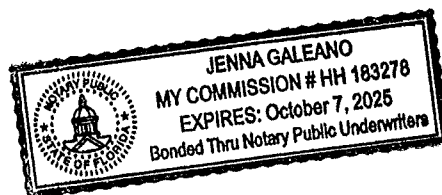
By: [Signature]

Thomas P Deeb, President

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Thomas P Deeb, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
NOTARY PUBLIC

NAME: Jenna Galeano
COMMISSION NO:
COMMISSION EXPIRES



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 169,196.58 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Lennar Homes, LLC on the job of Mitchell Ranch Phase IV, to the following described property:

MITCHELL RANCH PHASE IV

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on 7/19/22

Lienor's Name: Deeb Construction & Development Co

By: [Signature]

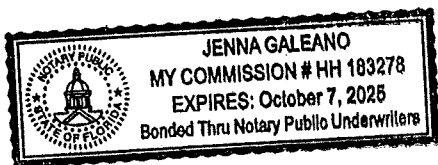
Print Name: Thomas P Deeb

Title: President

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Thomas P Deeb, who is personally know to me or who has produced _____ as identification and who did not take an oath.



Notary Public

[Signature]

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

Waiver and Release of Lien upon Payment


The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on JULY 19, 2022

Lienor's Name:

By: 
Ferguson Enterprises, Inc.

Print Name: Aimee Pickup

Title: Asst. NCO Credit Manager

***SIGNATURE AUTHORIZATION INCLUDED.**

FLORIDA STATE STATUTE 713.20 DOES NOT REQUIRE NOTARIZATION

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022 by _____, who is personally know to me or who has produced _____ as identification.

Notary Public _____

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

FLORIDA STATE STATUTE 713.20 DOES NOT REQUIRE NOTARIZATION

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 0.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 0.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22 :

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of
JULY, 2022.

By: 
Ferguson Enterprises, Inc

The forgoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022 by _____, who is personally know to me or who has produced _____ as identification and who did not take an oath.

*SIGNATURE AUTHORIZATION INCLUDED.
FLORIDA STATE STATUTE 713.20 DOES NOT REQUIRE NOTARIZATION

NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES

CERTIFICATE OF SIGNATORY AUTHORITY

The undersigned Assistant Secretary of **FERGUSON ENTERPRISES, LLC**, a Virginia limited liability company (the "Company"), hereby certifies that each of the following employees of the Company, individually, is authorized to execute and file on behalf of the Company, any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect or remove any encumbrances in or on real or personal property.

Aimee Pickup

Name

Signature

Assistant NCO Credit Manager

Title

The authority is pursuant to the Company's resolutions adopted July 31, 2021 which states as follows

RESOLVED, that the Company's officers shall be, and hereby are, authorized to designate, at their discretion, certain associates of the Company to act as authorized representatives of the Company to enter into contracts, agreements or any other document, execute such documents and undertake all such acts as may be deemed in the best interest of the Company; and

RESOLVED FURTHER, that such officers are hereby authorized to designate, grant, sign and deliver in the name of the Company such powers of attorney, both general and special, to such person or persons as such individuals may from time to time in their discretion deem advisable

The authority referred to above shall remain in full force and effect until the earliest of (i) July 31, 2023 (ii) written notice of revocation of such authority is received or (iii) the above referenced individual terminates employment with the Company.

Subject to the foregoing, the Company's customer relying on this Certificate shall be permitted to treat as authorized all Documents signed by the above referenced individual in the Company's name

The provisions of this Certificate are in conformity with a resolution adopted by the Board of Directors of the Company. Only the above referenced individuals and all other individuals specifically authorized by the Company, may exercise the authority granted herein

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Company, this 22nd day of June, 2022



FERGUSON ENTERPRISES, LLC

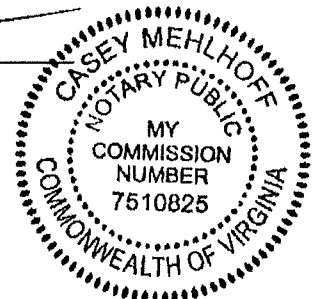
By

Wesley E. Rice
Wesley E. Rice, Assistant Secretary

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS

Sworn to subscribed and acknowledged before me this 22nd day of June, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company, on behalf of such Company.

Casey R. Mehlhoff
Notary Public - Casey R. Mehlhoff



My commission expires July 31, 2022

THIS CERTIFICATE IS VOID IF ALTERED IN ANY WAY

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on July 19, 2022

Lienor's Name: Mack Concrete Industries

By: Heather Walpen
Mack Industries, Inc.

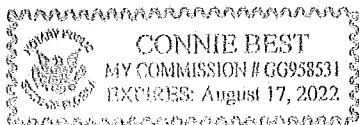
Print Name: Heather Walpen

Title: Office Manager

State of: Florida

County of: Pasco LALE

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Heather Walpen, who is personally know to me or who has produced _____ as identification.



Notary Public Connie Best

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida
COUNTY OF ~~Pasco~~ LAKE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 0.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 0.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July, 2022.

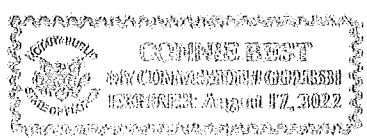
By: Heather Walpen
Mack Industries, Inc

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Heather Walpen, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Corrie Best

NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES



CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of 10.00 subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22 :

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

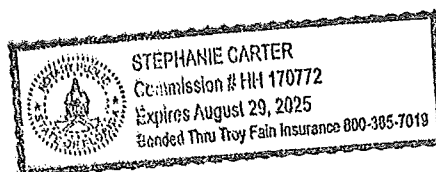
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July, 2022.

By: [Signature]
LS Curb Services Inc.

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Leahford Shanks, who is personally know to me or who has produced _____ as identification and who did not take an oath. .

[Signature]
NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10⁰⁰ hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on July 19, 2022

Lienor's Name:

By: [Signature]
LS Curb Services Inc..

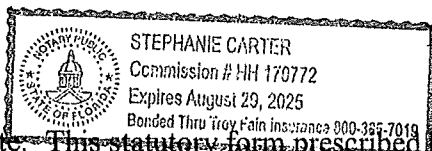
Print Name: Lea Ford Shaker

Title: president

State of: Florida

County of: Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by Lea Ford Shaker, who is personally known to me or who has produced _____ as identification.



Notary Public

[Signature]

Note: ~~This statutory form prescribed by~~ Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on July 20, 2022

Lienor's Name:

By: Joy Moody
Marolf Environmental Inc.

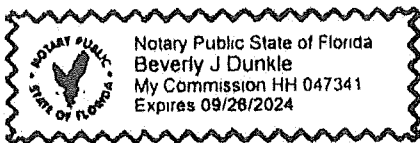
Print Name: Joy Moody

Title: Treasurer

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 20th day of July, 2022 by Joy Moody, who is personally know to me or who has produced N/A as identification.



Notary Public Beverly J Dunkle

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of July, 2022.

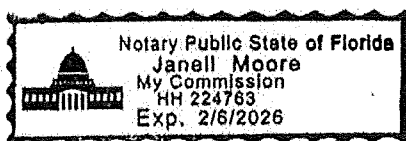
By: *Carl Tuscano*
Suncoast Paving, Inc.

The forgoing instrument was acknowledged before me by means of physical presence this 19 day of July, 2022 by Carl Tuscano, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Janell Moore

NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10,000 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on July 19, 2022

Lienor's Name:

By: Carl Tuscano
Suncoast Paving, Inc.

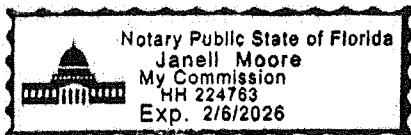
Print Name: CARL TUSCANO

Title: V.P. operations

State of: Florida

County of: Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 19 day of July, 2022 by Carl Tuscano, who is personally known to me or who has produced _____ as identification.



Notary Public Janell Moore

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

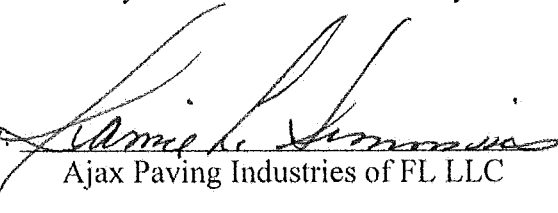
The undersigned, for and in consideration of the sum of \$10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22:

MITCHELL RANCH PHASE 4

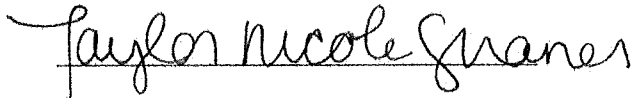
This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of July, 2022

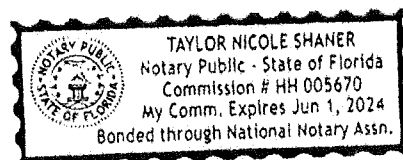
By


Ajax Paving Industries of FL LLC

The forgoing instrument was acknowledged before me by means of physical presence this 19 day of July, 2022 by Jamie L Simmons, who is personally know to me or who has produced _____ as identification and who did not take an oath.



NOTARY PUBLIC



NAME:
COMMISSION NO:
COMMISSION EXPIRES

Waiver and Release of Lien upon Payment

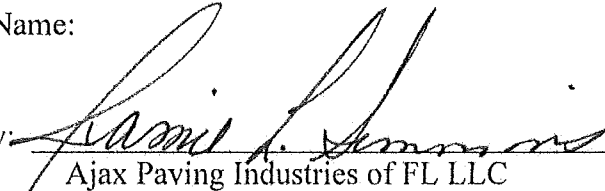
The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on July 19, 2022

Lienor's Name:

By: 
Ajax Paving Industries of FL LLC

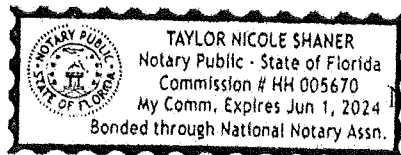
Print Name: Jamie L Simmons

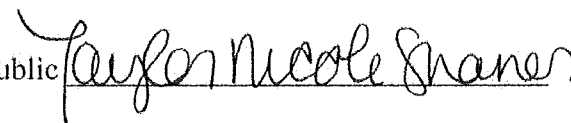
Title: Assistant Secretary

State of : Florida

County of : Sarasota

The forgoing instrument was acknowledged before me by means of physical presence this 19 day of July, 2022 by Jamie L Simmons, who is personally know to me or who has produced _____ as identification.



Notary Public 

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Hillsborough)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 6/30/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

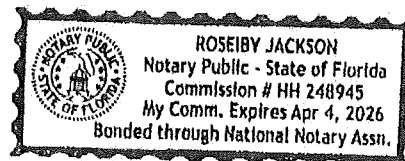
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July, 2022.

By: CR
Whitney Logistics, LLC

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by R. Chris Whitney, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Roseiby Jackson
NOTARY PUBLIC

NAME: Roseiby Jackson
COMMISSION NO: HH 248945
COMMISSION EXPIRES 4/4/2026



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 6/30/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on July 19, 2022

Lienor's Name: Whitney Logistics, LLC

By: CR
Whitney Logistics, LLC

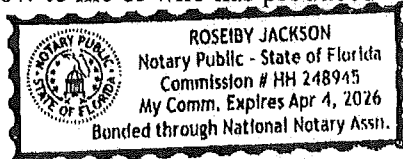
Print Name: R. Chris Whitney

Title: President & CEO

State of : Florida

County of : Hillsborough

The forgoing instrument was acknowledged before me by means of physical presence this 19th day of July, 2022 by R. Chris Whitney, who is personally know to me or who has produced _____ as identification.



Notary Public

Roseiby Jackson

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 260,275.86 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Lennar Homes, LLC on the job of Mitchell Ranch Phase IV, to the following described property:

MITCHELL RANCH PHASE IV

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on 8/14/2022

Lienor's Name: Deeb Construction & Development Co

By: [Signature]

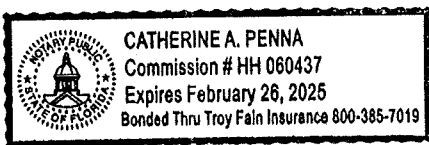
Print Name: Thomas P Deeb

Title: President

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 14th day of August, 2022 by Thomas P Deeb who is personally known to me or who has produced _____ as identification and who did not take an oath.



Notary Public Catherine A. Penna

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 260,275.86 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 260,275.86, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of August, 2022.

Deeb Construction & Development Co

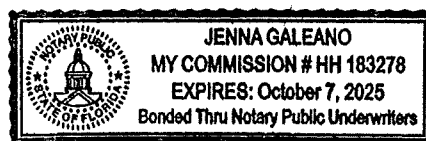
By: [Signature]

Thomas P Deeb, President

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of August, 2022 by Thomas P Deeb, who is personally know to me or who has produced _____ as identification and who did not take an oath.

[Signature]
NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES



Waiver and Release of Lien upon Payment


The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on AUGUST 12, 2022

Lienor's Name:

By: 
Ferguson Enterprises, Inc.

Print Name: Aimee Pickup

Title: Asst. NCO Credit Manager

***SIGNATURE AUTHORIZATION INCLUDED.**

FLORIDA STATE STATUTE 713.20 DOES NOT REQUIRE NOTARIZATION

State of: Florida

County of: Pasco

The forgoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022 by _____, who is personally know to me or who has produced _____ as identification.

Notary Public _____

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

FLORIDA STATE STATUTE 713.20 DOES NOT REQUIRE NOTARIZATION

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)


KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 0.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 0.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12 day of AUGUST, 2022.

By: 
Ferguson Enterprises, Inc

The forgoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022 by _____, who is personally know to me or who has produced _____ as identification and who did not take an oath.

*SIGNATURE AUTHORIZATION INCLUDED.
FLORIDA STATE STATUTE 713.20 DOES NOT REQUIRE NOTARIZATION

NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES

CERTIFICATE OF SIGNATORY AUTHORITY

The undersigned Assistant Secretary of **FERGUSON ENTERPRISES, LLC**, a Virginia limited liability company (the "Company"), hereby certifies that each of the following employees of the Company, individually, is authorized to execute and file on behalf of the Company, any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect or remove any encumbrances in or on real or personal property.

Aimee Pickup
Name

Aimee Pickup
Signature

Assistant NCO Credit Manager
Title

The authority is pursuant to the Company's resolutions adopted July 31, 2021 which states as follows

RESOLVED, that the Company's officers shall be, and hereby are, authorized to designate, at their discretion, certain associates of the Company to act as authorized representatives of the Company to enter into contracts, agreements or any other document, execute such documents and undertake all such acts as may be deemed in the best interest of the Company; and

RESOLVED FURTHER, that such officers are hereby authorized to designate, grant, sign and deliver in the name of the Company such powers of attorney, both general and special, to such person or persons as such individuals may from time to time in their discretion deem advisable

The authority referred to above shall remain in full force and effect until the earliest of (i) July 31, 2023 (ii) written notice of revocation of such authority is received or (iii) the above referenced individual terminates employment with the Company.

Subject to the foregoing, the Company's customer relying on this Certificate shall be permitted to treat as authorized all Documents signed by the above referenced individual in the Company's name

The provisions of this Certificate are in conformity with a resolution adopted by the Board of Directors of the Company. Only the above referenced individuals and all other individuals specifically authorized by the Company, may exercise the authority granted herein

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Company, this 22nd day of June, 2022



FERGUSON ENTERPRISES, LLC

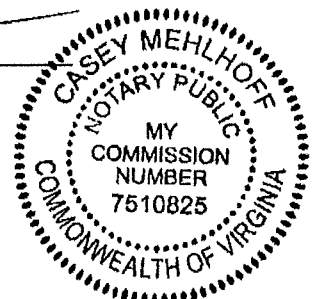
By

Wesley E. Rice
Wesley E. Rice, Assistant Secretary

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS

Sworn to subscribed and acknowledged before me this 22nd day of June, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company, on behalf of such Company.

Casey R. Mehlhoff
Notary Public - Casey R. Mehlhoff



My commission expires July 31, 2022

THIS CERTIFICATE IS VOID IF ALTERED IN ANY WAY

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Paseo LAKE)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 0.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 0.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22:

MITCHELL RANCH PHASE 4

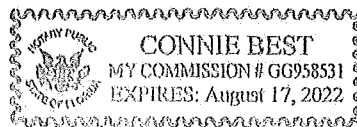
This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of August, 2022.

By: Heather Walper
Mack Industries, Inc

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of Aug, 2022 by Heather Walper who is personally know to me or who has produced _____ as identification and who did not take an oath.

Connie Best
NOTARY PUBLIC



NAME:
COMMISSION NO:
COMMISSION EXPIRES

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on August 12, 22

Lienor's Name: Mack Concrete Industries

By: Heather Walpen
Mack Industries, Inc.

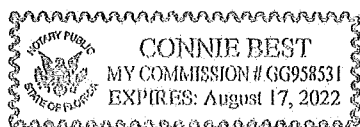
Print Name: Heather Walpen

Title: Office Manager

State of: Florida

County of: Pasco LAKE

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of Aug, 2022 by Heather Walpen, who is personally know to me or who has produced _____ as identification.



Notary Public Connie Best

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10⁰⁰ to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 10⁰⁰ subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22 :

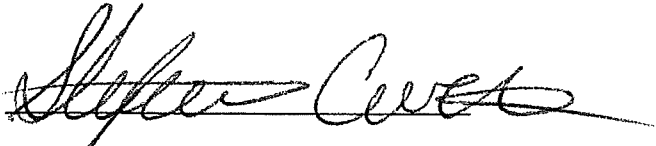
MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of August, 2022.

By: 
LS Curb Services Inc.

The forgoing instrument was acknowledged before me by means of physical presence this 15th day of August, 2022 by Terri Gunn, who is personally know to me or who has produced _____ as identification and who did not take an oath. .



NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES

Waiver and Release of Lien upon Payment

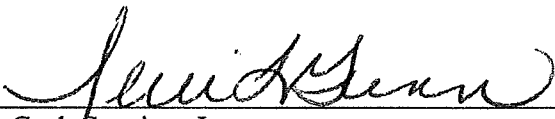
The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 1000 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on 8/15/2022

Lienor's Name:

By: 
LS Curb Services Inc..

Print Name: Terri L Gunn

Title: Controller

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 15th day of August 2022 by Terri Gunn, who is personally known to me or who has produced _____ as identification.

Notary Public 

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of August, 2022.

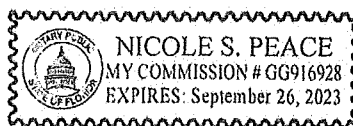
By: Joy Moody
Marolf Environmental, Inc

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of August, 2022 by Joy Moody, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Nicole S. Peace

NOTARY PUBLIC

NAME: Nicole Peace
COMMISSION NO: GG916928
COMMISSION EXPIRES: 9/26/2023



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on August 12, 2022

Lienor's Name:

By: Joy Moody
Marolf Environmental Inc.

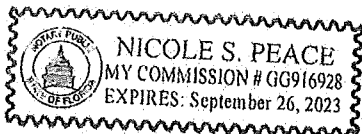
Print Name: Joy Moody

Title: Treasurer

State of: Florida

County of: Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of August, 2022 by Joy Moody, who is personally know to me or who has produced _____ as identification.



Notary Public Nicole S. Peace

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of August, 2022.

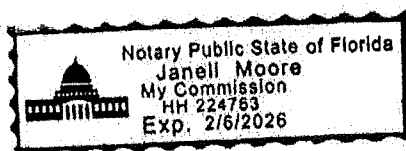
By: Kelly M Camm
Suncoast Paving, Inc.

The forgoing instrument was acknowledged before me by means of physical presence this 12 day of Aug, 2022 by Kelly M Camm, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Janell Moore

NOTARY PUBLIC

NAME:
COMMISSION NO:
COMMISSION EXPIRES



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10,000 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on August 12, 2022

Lienor's Name:

By: Kelly M Camm
Suncoast Paving, Inc.

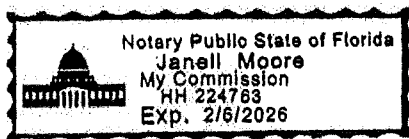
Print Name: Kelly M Camm

Title: Sec 1 Treasurer

State of : Florida

County of : Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 12 day of Aug, 2022 by Kelly M Camm, who is personally know to me or who has produced _____ as identification.



Notary Public Janel Moore

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Pasco)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12 day of August, 2022

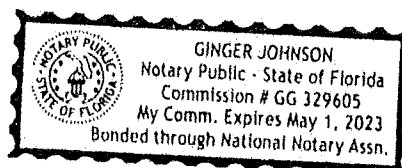
By:

Jamie L. Simmons
Ajax Paving Industries of FL LLC

The forgoing instrument was acknowledged before me by means of physical presence this 12 day of August, 2022 by Jamie L Simmons, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Ginger Johnson
NOTARY PUBLIC

NAME: Ginger Johnson
COMMISSION NO:
COMMISSION EXPIRES



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on August 12, 2022

Lienor's Name: Ajax Paving Industries of Florida, LLC

By: Jamie L. Simmons

Ajax Paving Industries of FL LLC

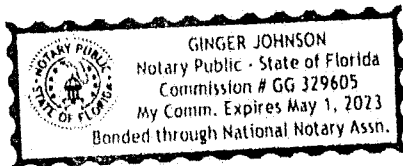
Print Name: Jamie L Simmons

Title: Assistant Secretary

State of : Florida

County of : Sarasota

The forgoing instrument was acknowledged before me by means of physical presence this 12 day of August, 2022 by Jamie L Simmons, who is personally know to me or who has produced _____ as identification.



Notary Public Ginger Johnson

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 10.00 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 7/31/22 to Deeb Construction & Development Co on the job of Mitchell Ranch Phase 4, to the following described property:

MITCHELL RANCH PHASE 4

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on 8/12/2022

Lienor's Name:

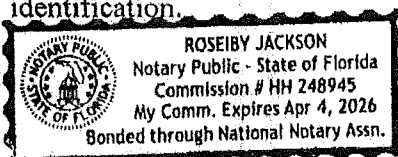
By: CR
Whitney Logistics, LLC

Print Name: R. Chris Whitney

Title: President & CEO

State of : Florida
County of : Hillsborough

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of August, 2022 by R. Chris Whitney, who is personally known to me or who has produced _____ as identification.



Notary Public Roseby Jackson

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

CONDITIONAL RELEASE OF LIEN

STATE OF FLORIDA Florida)
COUNTY OF Hillsborough)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for and in consideration of the sum of \$ 10.00 to be received, but not yet received, does hereby release his/her lien, and waive and relinquish the right to claim a lien in the amount of \$ 10.00, subject to the condition of payment described below, for labor, services, and materials furnished for improvement of the following described property through 7/31/22:

MITCHELL RANCH PHASE 4

This is a Partial Release of Lien by the undersigned given pursuant to Fla. Stat. 713.20(3) for the sole purpose of releasing the lien rights up to the amount above stated, and does not waive or release any lien rights in excess of the stated sum. This Partial Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of August, 2022.

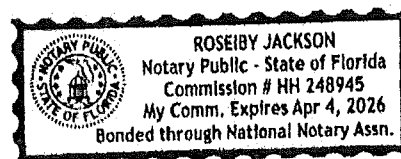
By: an
Whitney Logistics, LLC

The forgoing instrument was acknowledged before me by means of physical presence this 12th day of August, 2022 by R. Chris Whitney, who is personally ~~know to me~~ or who has produced _____ as identification and who did not take an oath.

Roseby Jackson

NOTARY PUBLIC

NAME: Roseiby Jackson
COMMISSION NO: HH 248945
COMMISSION EXPIRES 4/4/2026



Waiver and Release of Lien upon Payment

The undersigned lienor, in consideration of the PROGRESS payment in the amount of \$ 36,420.89 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished through 9/14/22 to Lennar Homes, LLC on the job of Mitchell Ranch Phase IV, to the following described property:

MITCHELL RANCH PHASE IV

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

Dated on 10/5/22

Lienor's Name: Deeb Construction & Development Co

By: [Signature]

Print Name: Thomas P Deeb

Title: President

State of: Florida

County of: Pasco

The forgoing instrument was acknowledged before me by means of physical presence this 5 day of October, 2022 by Thomas P Deeb, who is personally know to me or who has produced _____ as identification and who did not take an oath.



Notary Public [Signature]

Note: This statutory form prescribed by Section 713.2, Florida Statutes (1996), Effective October 1, 1996, a person may not require a lienor to furnish waiver or release of lien that is different from the statutory form.

Tab 5



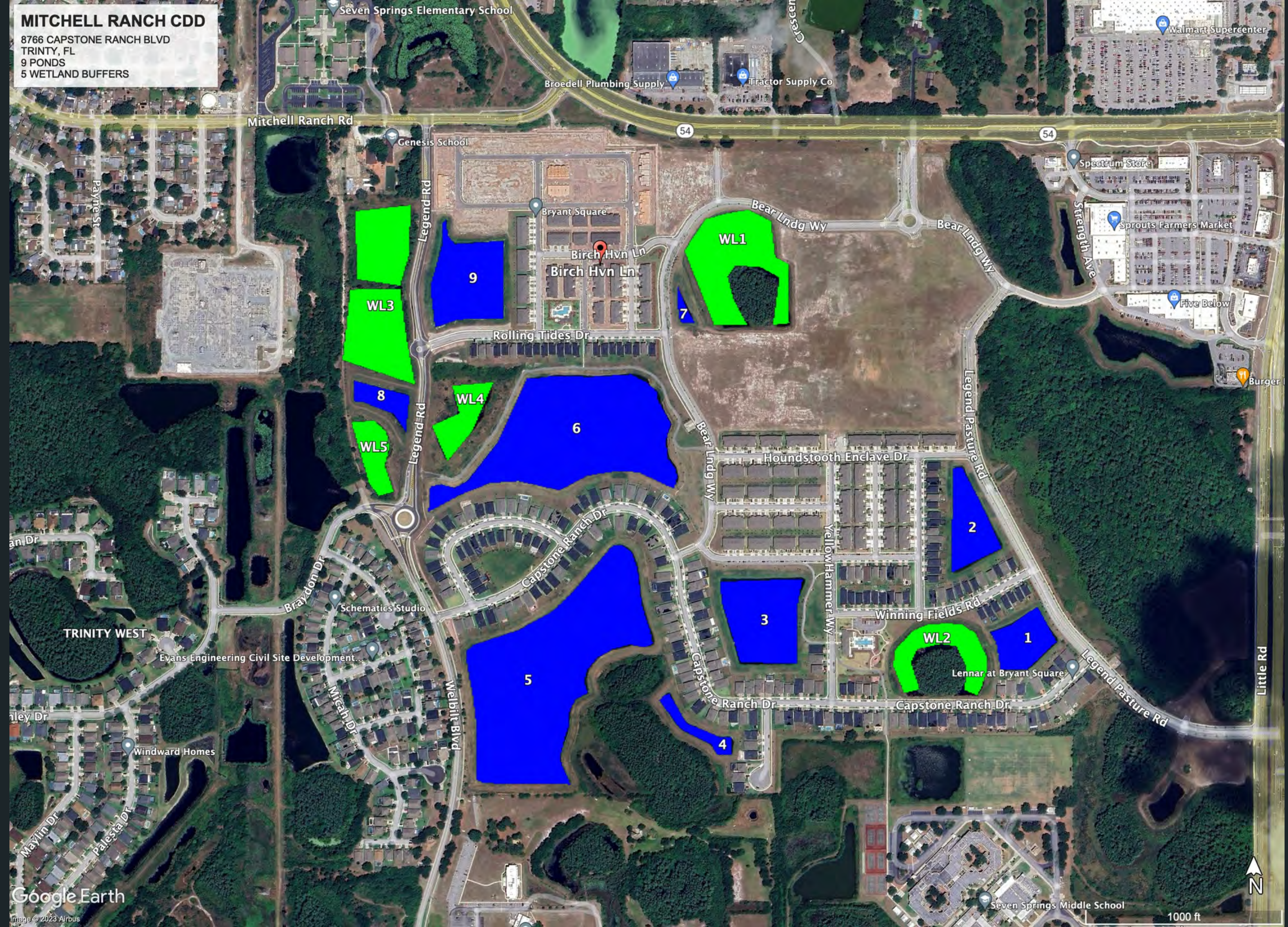
MONTHLY REPORT

DECEMBER, 2023



MITCHELL RANCH CDD

8766 CAPSTONE RANCH BLVD
TRINITY, FL
9 PONDS
5 WETLAND BUFFERS



Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

SUMMARY:

Cooler air temps will definitely slow growth down. Generally speaking water levels are still low.

Preventative treatments are still taking place as a result of the lack of summer rainfall. Overall ponds are looking good heading into December. Merry Christmas



Pond #1 Treated for Algae and Shoreline Vegetation.



Pond #2 Treated for Algae and Shoreline Vegetation.



Pond #3 Treated for Algae and Shoreline Vegetation.



Pond #4 Treated for Shoreline Vegetation.



Pond #5 Treated for Shoreline Vegetation.



Pond #6 Treated for Shoreline Vegetation.



Pond #7 Treated for Shoreline Vegetation.



Pond #8 Treated for Algae and Shoreline Vegetation.



Pond #9 Treated for Algae and Shoreline Vegetation.

Tab 6

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(1)



Horticulture (Issue)

Created: Wed, 12/13/2023

Turf weeds within the common areas across from the amenity center will be treated

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(2)



Maintenance (Issue)

Created: Wed, 12/13/2023

The maintenance teams will continue to keep the shrubs lower than the wording on the sign. A 25% cutback will be completed over the next few services

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(3)



Horticulture (Issue)

Created: Wed, 12/13/2023

The horticultural division will test the dollarweed at the front monument sign

Company: Fieldstone Landscape Services **Email:** Jcornelius@fieldstonels.com **No. Items:** 15
Contact: John Cornelius **Title:** Mitchell Ranch
Phone: 727 463 1780 **Created:** Wed, 12/13/2023

(4)



RFP

Created: Wed, 12/13/2023

A proposal will be created to reset all fiber bent trees on the property. This is different from staking as the high winds have damaged the fibers. The entire tree must be severed at the roots and replanted

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(5)



Observation

Created: Wed, 12/13/2023

The middle medians are still in need of plant replacements. Proposals can be updated to account for new pricing or different plant material

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(6)



Horticulture

Created: Wed, 12/13/2023

Monument signs will be treated for turf weeds and torpedo grass by a spray technician

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(7)



Maintenance (Issue)

Created: Wed, 12/13/2023

The maintenance teams will remove any loose staking straps on any of the trees

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(8)



Horticulture (Issue)

Created: Wed, 12/13/2023

The horticultural team will confirm that the area near the shopping center is being treated for weeds

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(9)



Horticulture (Issue)

Created: Wed, 12/13/2023

Over the top will be applied at the south monument sign by a spray technician

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(10)



Maintenance (Issue)

Created: Wed, 12/13/2023

The maintenance teams will spray and the line trim the borders of all the walkways. This is to keep straight lines and prevent any growth onto the walkways

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(11)



RFP

Created: Wed, 12/13/2023

The trees located at Bear Landing will be proposed to be staked correctly to withstand high winds

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(12)



Horticulture (Issue)

Created: Wed, 12/13/2023

The horticultural division will treat the turf weeds along the common turf areas

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(13)



RFP

Created: Wed, 12/13/2023

A top choice proposal will be created for the common park area

Company: Fieldstone Landscape Services **Email:** Jcornelius@fieldstonels.com **No. Items:** 15
Contact: John Cornelius **Title:** Mitchell Ranch
Phone: 727 463 1780 **Created:** Wed, 12/13/2023

(14)



Horticulture (Issue)

Created: Wed, 12/13/2023

The horticultural team will treat all any hills across the property. Special attention will be given to park areas and near sidewalks. Top choice is still recommended by the board

Company: Fieldstone Landscape Services
Contact: John Cornelius
Phone: 727 463 1780

Email: Jcornelius@fieldstonels.com
Title: Mitchell Ranch
Created: Wed, 12/13/2023

No. Items: 15

(15)



RFP

Created: Wed, 12/13/2023

A proposal will be provided to clean up the pond near the latest additions to Bryant Square townhomes. Construction has inhibited any proper maintenance due to debris, trash, and black silk fence.



Mitchell Ranch CDD- December 13, 2023

Discussion on the property wide quality and client expectations.

Meeting Information

- Date & Time: Dec 13, 2023 (2:00 PM)
- Location: Bryant square Amenity Pool
- Attendees:

Fieldstone:

John Cornelius- *Senior Account Manager*

Rosetta Property Management:

Debby Bayne-Wallace- *Property Manager*

Meeting Notes

1. Improvement in Quality
The maintenance crews are consistently maintaining the correct areas. The ponds are being maintained down to the water and the difficulty of mowing them has been noted due to the erosion/steep bank.
2. Horticulture
The horticulture team will address the turf weeds within the common areas. The horticultural director will investigate the turf color and provide a remedy. The effects will be seen during Spring due to the St. Augustine and Bahia entering their dormancy period.
3. Pond Maintenance
The pond near the townhomes will be proposed to have a bush hog to clean the area out to make it available for regular maintenance. There is still construction debris located in the area and the team will do their best to remove it once it is cutback.
4. Top Choice
The property would benefit greatly from proactive ant treatment commonly referred to as



FIELDSTONE

Topchoice. This provides coverage for a year and can be used as a blanket treatment or to create buffer lines along the pathways/walking.

5. Leaning Tree's

A tree resetting proposal will be provided due to the wood fibers being bent from high winds. Many of leaning trees are straight at the base and will need to have the roots severed and the tree replanted sideways to achieve the straight effect.

Next Arrangements

- The next meeting is tentatively scheduled for January 13th, 2024.

Tab 7



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 13, 2024 @ 9:00am

District Manager's Report

January 9

2024

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FINANCIAL SUMMARY

11/30/2023

General Fund Cash & Investment Balance:	\$14,678
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Reserve Fund Cash & Investment Balance:	\$0
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Debt Service Fund Investment Balance:	\$839,186
--	-----------

Total Cash and Investment Balances:	\$853,864
--	------------------

General Fund Expense Variance:	\$48,457	Under Budget
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12/13/2023 Site Visit Report attached.

Hi Kelly/John,

Please see the pictures and notes below. Items in red need addressing. Please let me know if you have any questions.

Thank you.

Debby Wallace

Regional Manager

813.933.5571 Ext: 8814
dbwallace@rizzetta.com

rizzetta.com

Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.

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Entryway along Little Rd. Well maintained.



Medians all well maintained.





Small entry monuments well maintained.





One leaning tree along Legend Pasture Rd.



Walking path has been repaired.





Pocket parks well maintained.





Ponds and pond banks well maintained.



