

**MIRABELLA  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
REGULAR MEETING  
AUGUST 2, 2018**

**MIRABELLA**  
**COMMUNITY DEVELOPMENT DISTRICT AGENDA**

**August 2, 2018 at 2:00 p.m.**

The Offices of Meritus.

Located at 2005 Pan Am Circle Suite 120, Tampa, FL 33607

<b>District Board of Supervisors</b>	Chairman	Jeff Hills
	Supervisor	Vacant
	Supervisor	Ryan Motko
	Supervisor	Nicholas Dister
	Supervisor	Vacant

<b>District Manager</b>	Meritus	Brian Lamb
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<b>District Attorney</b>	Straley Robin Vericker	John Vericker Vivek Babbar
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<b>District Engineer</b>	Stantec	Tonja Stewart
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*All cellular phones and pagers must be turned off while in the meeting room*

**The District Agenda is comprised of four different sections:**

The meeting will begin at **2:00p.m.** with the third section called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **the Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

August 2, 2018

Board of Supervisors  
**Mirabella Community Development District**

Dear Board Members:

The Regular Meeting of Mirabella Community Development District will be held on **Thursday, August 2, 2018 at 2:00 p.m.** at the offices of Meritus, located at 2005 Pan Am Circle Suite 120, Tampa, FL 33607. Following is the Agenda for the Meeting:

**Call In Number: 1-866-906-9330**

**Access Code: 4863181**

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
  - A. Discussion of Correspondence from Hillsborough County School Board Regarding Draft CDD Agreement..... Tab 01
  - B. Draft CDD Agreement ..... Tab 02
  - C. General Matters of the District
- 4. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 5. 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) 397-5120.

Sincerely,



Brian Lamb, District Manager

**From:** Lorraine Duffy-Suarez <[Lorraine.Duffy-Suarez@sdhc.k12.fl.us](mailto:Lorraine.Duffy-Suarez@sdhc.k12.fl.us)>  
**Sent:** Tuesday, July 24, 2018 12:14 PM  
**To:** [jhills@eisenhowerpropertygroup.com](mailto:jhills@eisenhowerpropertygroup.com)  
**Cc:** Brian K. Lamb <[brian.lamb@merituscorp.com](mailto:brian.lamb@merituscorp.com)>; [jvericker@srvlegal.com](mailto:jvericker@srvlegal.com)  
**Subject:** Mirabella CDD - property to exclude

Hi Jeff

Thanks so much for calling me this morning while you were on vacation! As we discussed the School Board is planning one more property acquisition on CR 672/Balm Road, the one piece that lies between our current ownerships. And once again we are requesting, contingent on School Board ownership, that the property be excluded from the Mirabella CDD. The draft agreement, attached, specifically states that the agreement must be recorded with the deed of conveyance to the School Board.

We appreciate the previous cooperation from the CDD board on granting similar requests on the other properties we have acquired in this area. I understand that the next meeting of the CDD is Aug 2nd at 2PM. We are optimistic our request could be considered at that time as we anticipate a closing on the property in August as well.

Per your suggestion I'm copying John Vericker and Brian Lamb on this request. Please let me know if this item can be considered at the next meeting and of course if you have any questions. I will send an executed version signed by the current owner ASAP. -- Thanks -- Lorraine



## *Preparing Students for Life*

### SUMMER HOURS

Monday - Thursday 7AM-5PM Closed Fridays

June 4- July 27th

Lorraine Duffy Suarez, AICP  
General Manager of Growth Management & Planning  
Operations Division  
Hillsborough County Public Schools  
901 E. Kennedy Blvd.  
Tampa, FL 33602

(813) 272-4685 Phone

(813) 272-4691 Fax

[Lorraine.Duffy-Suarez@sdhc.k12.fl.us](mailto:Lorraine.Duffy-Suarez@sdhc.k12.fl.us)

This instrument should be returned to:  
Lorraine Duffy Suarez, AICP  
Hillsborough County Public Schools  
901 E. Kennedy Blvd.  
Tampa, FL 33602

### CDD AGREEMENT

THIS CDD AGREEMENT (the "Agreement") is entered into to be effective as of the \_\_\_ day of August, 2018, by and between THANH VAN HUYNH ("Seller") and the MIRABELLA COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established under Chapter 190 of the Florida Statutes (the "CDD"). Seller and the CDD are sometimes referred to herein, collectively, as the "Parties".

### WITNESSETH

WHEREAS, Seller is the owner of certain land located in Hillsborough County, Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof by reference as if fully set forth herein (the "Property"); and

WHEREAS, Seller intends to convey the Property to The School Board of Hillsborough County, Florida, a body corporate (the "School Board"); and

WHEREAS, the Property is currently within the jurisdictional boundaries of the CDD; and

WHEREAS, in anticipation of the conveyance of the Property from Seller, the School Board requests confirmation from the CDD that the Property will not be subject to future assessments, fees or charges of any nature whatsoever by the CDD once the Property is conveyed to the School Board.

NOW, THEREFORE, in consideration of the recitals set forth above, which are true and correct and made an integral part of this Agreement, the sum of Ten and No/100ths Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties.
2. Exemption from Assessments, Fees and Charges. Effective concurrently with the conveyance of the Property to the School Board, the CDD shall not impose upon the Property, and hereby exempts the Property from, any assessments, fees, and charges of any nature whatsoever including, by way of example but not limitation, any assessments for operation and maintenance of CDD facilities and any special assessments, fees or charges for any other purposes.

3. Confirmation. The CDD acknowledges and confirms that its execution of this Agreement has been properly approved by all necessary parties and constitutes the valid and binding agreement of the CDD.

4. Termination. In the event the Property is not conveyed by Seller to the School Board prior to November 1, 2018, the CDD reserves the right to terminate this Agreement. The recording in the Public Records of Hillsborough County, Florida, of a deed of conveyance transferring the Property from Seller to the School Board (the “Deed of Conveyance”) shall be conclusive evidence to all persons, including any and all title examiners, that the conveyance of the Property has occurred, that the Property is fully exempt from any assessments, fees and charges of any nature whatsoever by the CDD, and that the CDD's right to terminate this Agreement is null and void *ab initio*.

5. Recording. This Agreement shall only be recorded contemporaneously with the Deed of Conveyance.

6. Applicable Laws; Construction; Venue. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. This Agreement shall not be deemed to have been prepared by Seller or the CDD but by both Parties. Venue for any action related to this Agreement shall be in Hillsborough County, Florida.

7. Captions. The captions of the Agreement are for the convenience and reference of the Parties and in no way define, limit, or describe the scope or intent of this Agreement or any part thereof.

8. Successors and Assigns. The Parties acknowledge that this Agreement is being entered into in recognition of the Property being conveyed to the School Board and that the School Board is the intended beneficiary of this Agreement. Therefore, should the Property be transferred by Seller to any third party other than the School Board, the benefits and understandings of this Agreement are not transferable to any such transferee.

9. Amendment. This Agreement may only be amended by the mutual consent of the Parties along with the express joinder and consent of the School Board.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]





WITNESSES:

\_\_\_\_\_

**MIRABELLA COMMUNITY  
DEVELOPMENT DISTRICT**, a special  
purpose unit of local government established  
under Chapter 190 of the Florida Statutes

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

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

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by Mirabella Community Development District, a special purpose unit of local government established under Chapter 190 of the Florida Statutes. He/She [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print or type name)  
Commission No.: \_\_\_\_\_  
My Commission Expires

**EXHIBIT A**

**DESCRIPTION OF THE LAND**

**Tract beginning 1,782 feet East and 31 feet North of the Southwest corner of the Northwest 1/4 Run Thence North 660 feet, East 165 feet, South 660 feet, and West 165 feet to the Point of Beginning, lying in Section 20, Township 31 South, Range 20 East, Hillsborough County, Florida.**

**Parcel ID Number: 077779.0600**

