

MINUTES OF MEETING
BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Bartram Park Community Development District was held on Monday, March 6, 2017 at 11:00 a.m. at the Offices of Offices of England-Thims & Miller, Inc. 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present and constituting a quorum were:

Pat Evert	Supervisor
Dennis Mathis	Supervisor
James Griffith	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There were no audience comments.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the January 25, 2017 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the January 25, 2017 meeting. Are there any additions, corrections or deletions?

On MOTION by Ms. Evert seconded by Mr. Griffith with all in favor the Minutes of the January 25, 2017 Meeting were approved.
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FOURTH ORDER OF BUSINESS

Consideration of Quit Claim Deed and Release and Termination of Rights of Reverter

Mr. Haber stated included in your agenda package is a quit claim deed. There are three separate parcels subject to the deed, which are parcels 106B, 106C and 110C. All three of those parcels at one time were owned by the CDD and they were required by the CDD to be used for

stormwater facilities when the CDD first issued the bonds. Subsequent to that, the Developer who was working on getting those parcels developed needed the property in their name because both the Department of Transportation and the County were requiring that certain easements on the parcels come from the Developer because the Developer was the entity named on the permit. Because the District acquired those parcels for the purpose of using them for improvements, we were concerned that if we just conveyed them back to the Developer after we acquired them from the Developer that there was a risk that they would be used for a purpose other than what they were identified for and acquired for, which is stormwater. We put a reverter in the deed conveying those parcels to the Developer. A reverter obligates the Developer to use that property for stormwater. If the Developer uses the property for another purpose, the property will come back to the CDD, so it is a guarantee that the property will be used for stormwater. Parcels 106B and 106C have been constructed with ponds and easements have been given to the County for use as a stormwater facility. The obligation has been met for parcels 106B and 106C. For parcel 110C, the Developer is now undergoing a similar negotiation it went through with the 106 parcels; however, they are needing to deal with the Department of Transportation and the Department of Transportation is saying it will not accept an easement for the right to use a pond with the reverter language on that parcel, so the Developer has asked for the District to give the Developer this quit claim deed which would result in the reverter language on all three parcels going away. I was comfortable with it on the 106 parcels because there are already stormwater improvements on those parcels. I was not comfortable on the 110C parcel because that has not yet been constructed with a stormwater facility. To address this the Developer has agreed to record a covenant against the 110C parcel, which will require the property to be used for a stormwater facility. I think this gets us the same position we were in with the reverter language. I am comfortable that if we have the covenant that removing the reverter language still protects the District to ensure that the property is going to be used as a pond. If the District signs this deed and delivers it to the Developer, the reverter language on all three of those parcels will go away. The Developer has represented to me that it will not record this deed until the covenant on parcel 110 is recorded first obligating the construction of a pond on the 110 parcel.

Mr. Griffith asked what is our recourse if they don't?

Mr. Haber responded I will get a letter from the Developer. To the extent that you approve this deed, I will advise the Developer that the deed has been approved subject to written

confirmation that the deed will not be recorded until the covenant obligating the stormwater facilities is recorded first.

Mr. Mathis asked is there any concern with moving that language and have them do anything in the future for the other two parcels?

Mr. Haber responded there is a perpetual easement in favor of the County to use that property for stormwater facilities, so I think that gives us the protection that we need.

On MOTION by Mr. Griffith seconded by Ms. Evert with all in favor the Quit Claim Deed and Release and Termination of Rights of Reverter was approved.

Mr. Haber stated I will report back to the board once the documents are fully recorded.

FIFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Audience Comments / Supervisors' Requests

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

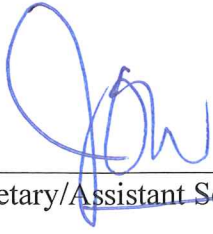
Next Scheduled Meeting – April 26, 2017 @ 11:00 a.m. at the Offices of England Thims & Miller located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258

Mr. Oliver stated the next scheduled meeting is April 26, 2017 @ 11:00 a.m. at the Offices of England Thims & Miller located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Griffith seconded by Mr. Mathis with all in favor the Meeting was adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman