
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.

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Bainebridge Community Development District was held on **Thursday, February 18, 2016 at 2:00 p.m.** at the Bainebridge Amenity Center located at 15855 Twin Creek Drive, Jacksonville, FL. 32218.

Present and constituting a quorum:

Bob Porter	Board Supervisor, Chairman
Curtis Hart	Board Supervisor, Assistant Secretary
James Teagle	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	DC, Hopping Green & Sams
Tony Shiver	First Coast, CMS
Daniel Bauman	ValleyCrest Landscaping

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter called the meeting to order at 2:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors' Regular Meeting held
January 21, 2016**

<p>On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board approved the minutes of the Board of Supervisors' regular meeting held January 21, 2016 for Bainebridge Community Development District.</p>
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FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for December
2015**

On a motion by Mr. Teagle, seconded by Mr. Hart, with all in favor, the Board ratified the Operation and Maintenance Expenditures for December 2015 in the amount of \$15,135.66 for Bainebridge Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan noted that a resident who had previously granted a recorded easement to the district for aquatic maintenance had requested it be terminated because of a concern that the aquatic management company had caused damage to her sod.

Discussion ensued.

The Chairman noted that the exiting easement would not be terminated but requested that alternate access be looked at.

B. District Engineer

Not present.

C. Amenity Landscape Reports

i.) First Coast CMS, Field Report

Mr. Shiver reviewed his report.

ii.) ValleyCrest Landscaping

D. District Manager

i.) Charles Aquatics Pond

Ms. Gallagher noted that Pond thirteen (13) was being treated according to pond report with Fluridone and continues to have limited access.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2016-02,
Regarding General Election**

On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2016-02, Regarding General Election for Bainebridge Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Basketball Goal Proposal

On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board approved proposal from Southern Recreation for basketball goal and court striping in the amount of \$2,721.50 for Bainebridge Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Partial Assignment of
Maintenance Easement from City of
Jacksonville**

Ms. Buchanan explained that the operation and maintenance of the stormwater pond (both banks and water body) as platted was to be done by the property owners and the district were never given access by plat. The district has requested easements from property owners and have received some back but now counsel has contacted the City of Jacksonville to request access through their easements. At this time this is under review by the City of Jacksonville. The Board authorized the Chair to execute the document if approved by the City of Jacksonville.

On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board approved a Partial Assignment of Maintenance Easement from City of Jacksonville for Bainebridge Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Settlement Agreement fro
Bainebridge 249 Lawsuit
(Under separate cover) Exhibit A**

Ms. Buchanan reviewed the proposed settlement terms. Mr. Porter requested the agreement be more descriptive and include that there are no debt service payments due to foreclosure.

On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board the approved the Settlement Agreement in substantial form and gave Mr. Porter the authority to approve the final form for Bainebridge Community Development District.

TENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

Audience Comments:

An audience member had questions regarding speed bumps.

There was a question on posting deer crossing signs.

An audience member had questions about Access Cards.

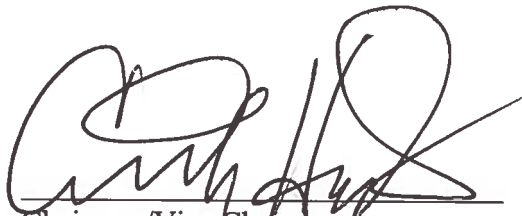
There were no Supervisor Requests.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board adjourned the meeting at 2:37 p.m. for Bainebridge Community Development District.

Secretary/Assistant Secretary



Chairman/Vice Chairman

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement ("**Agreement**"), dated as of February __, 2016, is by and between **LENNAR HOMES, LLC**, a Florida limited liability company and **BAINEBRIDGE 249, LLC**, a Florida limited liability company (collectively "Lennar"), and **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of Florida (the "District") (collectively the "Parties" or singularly, a "Party").

RECITALS:

WHEREAS, Lennar instituted a civil action against the District in that certain lawsuit Case No. 14-CA-005763-XXXX-MA, which is currently pending in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida (the "**Lawsuit**");

WHEREAS, the issues in the Lawsuit arise out of and concern the land known as Parcel 2 of the Bainebridge Estates, located in Duval County, Florida and further defined within the operative Complaint, attached hereto as **Exhibit "A"** (the "Property");

WHEREAS, in Count I of the Lawsuit Lennar raised issues regarding alleged negligent misrepresentations made by the District with regards to the number and size of lots that can be platted in Parcel 2 of the Property ("Size of Lots Issues") and in Count II of the Lawsuit Lennar raised issues regarding the calculation of O&M assessments that were already paid and to be paid in the future by Lennar to the District ("O&M Issues");

WHEREAS, the Court in the Lawsuit granted the District a summary judgment dismissing Count I and retaining jurisdiction to award the District legal fees and costs;

WHEREAS, the Parties wish to amicably and fully resolve their disputes that are the subject of the Lawsuit and to avoid the costs and burdens of trial, appeal and further litigation; and

WHEREAS, the Parties agree and acknowledge that this Agreement should not be construed or be deemed at any time for any purpose as an admission by any Party of any fault, any liability, or any wrongful conduct, all of which is expressly denied by the Parties.

NOW, THEREFORE, in consideration for the promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Settlement Terms.** Lennar hereby agrees to release any and all claims relating to the Size of Lots Issues and O&M Issues that relate or pertain to the Property. In exchange, the District hereby agrees that it is waiving all claims for recovery of legal fees and costs, and that from the date of the execution of this Agreement forward, it will determine the O&M assessments for the Property on an equal, per-lot basis, whereby each lot within the Property, will be assessed an equal O&M fee to be paid to the District. The District reserves the right to

increase or decrease the assessments themselves, pending the holding of a public hearing, so long as the increase or decrease remains constant, on an equal, per-lot basis, across the lots of Parcel 2.

2. Dismissal of Claims. Upon the execution of this Agreement, the Parties shall:

prepare and file with the court before which the Lawsuit is pending (the "Court"), a Stipulation for Dismissal with Prejudice in accordance with Rule 1.420 of the Florida Rules of Civil Procedure providing that all claims, shall be dismissed with prejudice, with each Party to bear its own attorneys' fees and costs.

3. Mutual Release. Except for the promises, covenants and agreements set forth herein, Lennar and the District unconditionally and irrevocably, for themselves and for their parent(s), predecessors, successors, assigns, affiliates, subsidiaries, servants, officers, members, managers, directors, employees, agents, heirs, and legal representatives, remise, release, acquit, satisfy and forever discharge each other and their members officers, directors, managers, agents, employees, affiliates, and legal representatives, of and from all manner of actions, cause(s) of action, suits, debts, dues, sums of money, costs and expenses, accounts, covenants, contracts, controversies, agreements, promises, damages, claims, obligations, duties, responsibilities, liabilities, demands, and losses of any kind, nature or character whatsoever, in law or in equity, which either Party had, or now has against the other Party, from the beginning of time to the date of this Agreement, whether known or unknown, liquidated or unliquidated, including attorney's fees, expenses and costs, upon or by reason of any matter, cause or thing whatsoever, in connection with, relating to or arising out of the Size of Lots Issues and O&M Issues. The Parties agree and acknowledge that nothing in this Agreement, either express or implied, shall constitute a waiver and/or release by either of them of any claims that accrue subsequent to the date of execution of the present Agreement.

4. Attorneys' Fees. Other than as provided in this Agreement, the Parties agree that each of them will be responsible for paying their own attorneys' fees, costs and expenses arising out of or in connection with the Lawsuit, including, but not limited to, the preparation, negotiation and execution of this Agreement.

5. Entire Agreement. This Agreement constitutes the sole agreement of the Parties with respect to its subject matter. It may not be modified except in a writing signed by the Parties.

6. Understanding. The Parties acknowledge that they have had a full opportunity to read the contents of this Agreement and have had the benefit of counsel in reviewing same..

7. Counterparts. This Agreement may be executed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement may be executed by facsimile signature or by other electronic means, such as portable document format (.pdf) file, which constitutes a legal and valid signature for purposes hereof.

8. **Authority.** Each person signing this Agreement in their capacity as an agent of a business organization or other entity represents to the others that he or she has full signing authority, and to the extent that it applies, that such organization and entity, has been duly authorized to execute and deliver this Agreement by and through such signing person.

9. **Governing Law and Venue.** This Agreement shall be enforceable and construed according to the laws of the State of Florida. Any suit, action or legal proceeding arising out of or relating to this Agreement must be brought exclusively in Duval County, Florida.

10. The Parties hereby declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the purposes of making a full and final compromise, adjustment and settlement of any and all claims, disputes or otherwise between the Parties, on account of the alleged injuries or damages, costs and/or attorney's fees arising out of the case styled *Lennar Homes, LLC and Bainebridge 249, LLC v. Bainebridge Community Development District*, in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, Case No. 14-CA-005763-XXXX-MA.

IN WITNESS WHEREOF, the Parties have executed this Settlement and Release Agreement on the dates indicated below.

LENNAR HOMES, LLC

By: _____

Title: _____

Date: _____

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: _____

Date: _____

BAINEBRIDGE 249, LLC

By: _____

Title: _____

Date: _____

