

MINUTES OF MEETING
PINE RIDGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Pine Ridge Plantation Community Development District was held on Tuesday, November 16, 2015 at 6:00 p.m. at Pine Ridge Plantation Amenity Center, 4200 Pine Ridge Parkway, Middleburg, FL 32068.

Present and constituting a quorum were:

Nicole Gardner	Chairperson
Matthew Biagetti	Vice Chairman
Maria Haney	Supervisor
Rooster Hendrix	Supervisor
Mike Mesiano	Supervisor (by phone)

Also present were:

Jim Oliver	District Manager
Jason Walters	District Counsel (by phone)
Steve Andersen	Operations Manager
Amanda Rentsch	Riverside Management Services
Rich Whetsel	Riverside Management Services
Edgar Terrell	Riverside Management Services

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the September 15, 2015 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the September 15, 2015 meeting. Are there any additions, corrections or deletions?

On MOTION by Ms. Gardner seconded by Mr. Hendrix with all in favor the Minutes of the September 15, 2015 Meeting were approved.

FOURTH ORDER OF BUSINESS

Update Regarding Foreclosure Process

SEVENTH ORDER OF BUSINESS

Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for FY15 Auditing Services

Mr. Oliver stated this is the auditing firm that you selected through the RFP process. They have an audit engagement letter with a price of \$3,350. You budgeted \$3,900, so you do meet your budget with this. I did go ahead and sign that letter, so we could start the fiscal year 2015 audit.

On MOTION by Ms. Gardner seconded by Mr. Biagetti with all in favor the Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for FY15 Auditing Services was ratified.

EIGHTH ORDER OF BUSINESS

Other Business

Mr. Oliver stated several months ago it was brought to the board’s attention that there was a property within Pine Ridge Plantation, which had a fence which encroached on District property. We discussed this over the course of several meetings. The property owner came and visited with the board a couple of meetings ago. Her name is Diane Leonetti. She is here tonight. As we went through all of the details that got us to this point, when the fence was built by the same fence company that built for that particular homebuilder, they did not go through the process of securing HOA approval. We found out more than three years later that the fence encroached on District property. We know of no other situations like this in the District. At the last meeting, the board indicated that they were in favor of finding some type of reasonable solution. We have had discussions since then with District Counsel and I have also had a phone conversation with Diane. One of the solutions we looked at was for Jason to draft a license agreement, which would allow the fence to remain on that property for the period in which the current owners owned that property. If that property were to be sold then they would have to bring the license agreement back to the board. It would not automatically carry over to future owners.

Mr. Walters stated I would probably view this as a temporary easement agreement, so that it is in the public records, so anyone that pulls the title for that property will notice that.

Mr. Oliver stated one thing that we would want to make clear to everyone is this isn’t something to set precedence. This is an existing issue. It does not give anyone the permission to do the same thing and expect this same type of leniency. This is because of the unique

factors involved with this specific case. We realize there has been some time spent on this issue, including legal fees. I spoke to Diane on the phone and she is willing to pay an amount to the District for this license agreement.

Ms. Haney asked if later down the road the property goes for sale, will this license agreement pop up during a typical title search?

Mr. Walters responded that is correct. We would do an easement agreement and that agreement would be recorded in the public records referencing that lot.

Ms. Haney asked and that would have to be resolved before the sale could take place?

Mr. Walters responded it is not that it would have to be resolved but it would provide notice to the subsequent purchaser that there is an encroachment and there is an agreement between the two parties and that subsequent owners would have to approach the District to resolve the issue. How the title company and the subsequent purchaser handle that is up to them. They would obtain a survey, which would note that is our property and when they pull title they will see this easement agreement.

Ms. Haney asked so the potential homebuyer could purchase the property and inherit this license agreement?

Mr. Walters responded right. We won't be able to control what a subsequent purchaser does but we can control the information that we provide. Not that it is 100% guaranteed but was can put provisions in the easement agreement that the owner agrees disclose that to any prospective purchaser.

Ms. Haney asked did we ever look into the cost of what it would be to sell the property out right, rather than to do a temporary thing? Did we ever do any research on what this particular parcel would cost?

Mr. Oliver responded the cost is whatever is arrived at between the buyer and the seller. It is not a useful parcel of land for the District.

Ms. Leonetti stated and I have already paid a \$5,000 premium for that lot.

Mr. Oliver stated I don't want to get into what you paid the homebuilder because that has nothing to do with the District. I will say that easements are more typical than out right sales of land, but Jason can walk us through that process.

Mr. Walters stated I think the easement arrangement is more of a middle ground, in terms of preserving our property rights without deeding away property.

Ms. Gardner asked isn't that similar to how it has been handled in other situations in other communities?

Mr. Walters responded that is correct. I have done easement arrangements on other situations like this but I have not done an outright deed, where the District sells the property or conveys the property.

Ms. Haney asked so with an easement that means the CDD still owns it and they can keep the fence on it? Who pays the taxes then?

Mr. Walters responded there should not be any taxes because governmental owned property does not have to pay taxes.

Ms. Haney asked what if someone gets injured on that narrow little parcel then who is responsible?

Mr. Walters responded we own that property. We have liability insurance in place for all sorts of things. Within that easement agreement there are going to be certain requirements that they maintain the property and that if there is a claim that they indemnify us.

Ms. Haney asked would an easement convey automatically upon a sale or do we have to write that stipulation into the easement?

Mr. Walters responded the thought was on the current path is that this easement agreement is with the current owner. Once that current owner conveys or sells the property then the terms of the easement agreement would terminate and we would have the ability to either work with a subsequent purchaser or have the fencing removed. We can make it a permanent easement but then you have lost some control in terms of what happens.

Ms. Leonetti stated I just want this over and done with. I hate having stuff hang over my head. Is there any way that we can go ahead and purchase this outright? This wasn't our fault. Yes, we were stupid with not getting someone else in there to say it was okay but we were going with what we were told.

Mr. Oliver stated the only thing I can suggest to the board is to give Jason a chance to look at the sales option, so that we can nail down all of the variables with it and bring it back to the board.

Ms. Leonetti stated I just don't want to put more money into this property that if I were to ever sell it then I would have to rip all of that out and my yard is going to be 1/3 of the size.

Mr. Biagetti stated I don't know that would happen until the sale would occur. I think that we could look at the sale options but I do like the middle of the road license agreement or easement.

Ms. Gardner stated that is the way that I tend to lean, as well. I think the easement is the best way to go. It has been done elsewhere, so it is not like it is the first time it is being done.

Mr. Oliver stated I think if this were a proposed improvement and we were looking at it before the fact, we would consider an easement.

Mr. Andersen stated we provide an easement all of the time. We never convey property.

Mr. Oliver stated I have never been involved with a District that sold land to a homeowner.

Ms. Haney asked would the homeowner prefer an easement or a purchase?

Ms. Leonetti responded I would prefer a purchase.

Ms. Haney stated I think a purchase is the permanent solution to what could be a problem that could pop up again down the road. Maybe we could do some research and come to a fair price for this property and we can have a permanent resolution.

Ms. Leonetti stated there has never been any maintenance done back there at all. The weeds are much taller than I am.

Mr. Walters stated if we want to do a purchase or a conveyance option, there is going to be some additional work involved with that. I think that should be the responsibility of the homeowner. That property is going to have to be surveyed, so that we have an accurate legal description of what we are conveying. They may want to talk to a title company to make sure that what they are getting is going to be sufficient when they go to sell it.

Ms. Leonetti stated I would rather eat the cost than to lose my property value.

Ms. Haney stated in light of our recent experience with losing money in a venture with the charter school, I would say that if we decide to go ahead with this route that we put in writing that any costs associated with the purchase that the homeowner is responsible for all those costs.

Mr. Hendrix stated I am in favor of the easement. It seems like it would be quick and clean but if the homeowner is willing to absorb all of the costs associated with purchasing the property then I am okay with going that route.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. District Manager

There being none, the next item followed.

C. Engineer

There being none, the next item followed.

D. Operations Manager – Report

Mr. Andersen stated we have had an issue with our security system. Amanda is taking care of that. I am still working with the County to get our signs fixed. We had some requests for entry lights into phase two. I will take a look at that and see if it is possible. Mandy did a great job decorating for Christmas.

Ms. Haney stated I think there is one dead tree on the thoroughfare. Can we look into the cost of replacing the dead tree?

Mr. Andersen responded I would be happy to do that.

E. Amenity Manager

Ms. Rentsch stated I have been doing some fall cleaning and getting ready for our Christmas event on December 11th.

Ms. Haney asked has anything come to light regarding the pedestrian safety conversations?

Mr. Andersen responded nothing yet. We are making progress. We are still working with the County but they are really slow.

TENTH ORDER OF BUSINESS

Audience Comments/Supervisors' Requests

Mr. Carl Corsi stated across the street from me on Pine Ridge Parkway is the section, where there was going to be a road but they never finished it. There is no lighting there. It is the only section on the parkway that doesn't have a light. If you drive down the parkway at

night you will notice there is some light at every intersection except that one. I talked to Steve Andersen about it at one point and he was going to see if there was electricity at that corner. In addition to all of that, now it has become a problem with parking. It seems like some people park overnight there. There was recently a party down the other end of my block, where there six cars that parked in that area. At one time there was a moving van parked there overnight. When they decided there wasn't going to be a road there, they should have ripped that out and put a curb in there. When it rains the water just sits there. It is the one unfinished part of this whole development. We could have a no parking sign put up there too.

Mr. Oliver stated I will get with Steve offline and we will work out some options. We will keep you in the loop.

A resident stated we are at 1784 Foggy Day Drive. I am not sure who it was but they came through and fixed the sprinkler heads in the common areas. In the area that they needed to fix it was in our yard in a strip next to the sidewalk. They dug up an area along the sidewalk but they didn't go back and fix it, so we have a little bit of a gully there. When it rains, the rain is now going to get up under the sidewalk and it is going to make it buckle.

Mr. Oliver stated if you can get with Steve after the meeting then he can get with Down to Earth, the landscape company.

Ms. Rentsch stated I already got with Josh from DTE on it. He was waiting to buy more sod and then he was going fix it. He is aware of the issue.

A resident stated as soon as you pull into the community, in the median are really high purple grasses that are very high and it is very hard to see with traffic coming the other way.

Mr. Oliver stated Steve will look at the grasses that you are mentioned.

A resident asked has anything happened with making the entry into the community a four way stop?

Mr. Andersen responded that is actually a County issue. We are trying to work with the County, as far as the school zone is concerned towards the back.

Ms. Hendrix stated I am working with the County in regards to the four way stop. I am trying to get signatures from residents and then take it back to them.

A resident stated I walk the neighborhood a lot and on Tynes Boulevard there is an overlook with a wood fence. I just happened to notice that one part of it was really dry rotted. The nails are also very rusted.

Mr. Andersen stated we will take care of it.

A resident stated maybe we could get some paint and paint those caps to our entrance.

Mr. Andersen stated we will take care of it. Thank you.

A resident asked was the money ever received from the charter school?

Mr. Oliver responded it is never going to happen.

A resident asked are they ever going to pave Buggy Whip?

Mr. Oliver responded that could happen some day but the District won't have anything to do with that. It would be Clay County.

ELEVENTH ORDER OF BUSINESS Financials:

A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending October 31, 2015

Mr. Oliver stated included in your agenda package is a copy of the balance sheet and income statement as of October 31, 2015.

B. Approval of Check Registers

- 1. October**
- 2. November**

Mr. Oliver stated included in your agenda package are the check registers for October and November.

On MOTION by Ms. Gardner seconded by Mr. Biagetti with all in favor the Check Register was approved.

C. Assessment Receipts Schedule

Mr. Oliver stated included in your agenda package is the assessment receipts schedule.

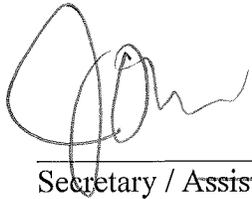
TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – December 15, 2015 at 6:00 p.m. at the Pine Ridge Plantation Amenity Center

Mr. Oliver stated the next scheduled meeting is December 15, 2015 at 6:00 p.m. at this location.

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Haney seconded by Ms. Gardner with all in favor the Meeting was adjourned.



Secretary / Assistant Secretary



Chairman / Vice Chairman