

IN THE FIFTH JUDICIAL CIRCUIT COURT
IN AND FOR MARION COUNTY

RAINBOW RIVER CONSERVATION, INC.,
a Florida Corporation,
and **FREDERICK S. JOHNSTON,**
MICHAEL G. RAUSCH, MAX P LYNN,
JOHN DENNIS, PATRICIA M ERMATINGER,
JEAN TULLIS
THELMA B DICKINSON, MARGARET LONGHILL,
NIKKI CONNORS, ROGER BARTH,
EMMA JEAN PAINTER, LEONARD GANE,
WALTER JOHNSON, SHIRLEY E. DOWLING,
FRANKLIN W. ROTH, as individuals
Plaintiffs

v.

Case No. 10-1877 CAB

CITY OF DUNNELLON
Defendant

SUMMONS

THE STATE OF FLORIDA:
TO ALL SINGULAR SHERIFFS OF SAID STATE

SERVED
A TRUE COPY
04/20/10 1:54p
DATE & TIME
BY DEAN, SHERIFF
MARION COUNTY, FL
BY: [Signature] D.S.

YOU ARE COMMANDED to serve this Summons and a copy of the attached COMPLAINT on the:

Mayor, Vice Mayor or Council - City of Dunnellon
City Hall 20750 River Drive Dunnellon, FL 34431

Respondent is required to serve written response to the Complaint on **Ralf Brookes, Attorney,** Plaintiff's attorney, whose address is **Ralf Brookes, Attorney 1217 E Cape Coral Parkway #107, Cape Coral, Fl 33904** within 20 days after service of this Summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint.

WITNESS my hand and the seal of this Court on April 15, 2010.

(COURT SEAL)

CLERK of CIRCUIT COURT:
DAVID R. ELLSPERMANN

By: **C. THOMAS**
CLERK, Circuit Court

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff's Attorney" named below.

Plaintiff's Attorney:

Ralf Brookes
1217 E Cape Coral Parkway 107
Cape Coral Fl 33904
(239) 910-5464
1-(866) 341-6086 fax
Ralf@RalfBrookesAttorney.com

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

Abogado del Demandante
Ralf Brookes
1217 E Cape Coral Parkway 107
Cape Coral Fl 33904
(239) 910-5464
1-(866) 341-6086 fax
Ralf@RalfBrookesAttorney.com

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

Plaignant ou à son avocat

Ralf Brookes

1217 E Cape Coral Parkway 107

Cape Coral FL 33904

(239) 910-5464

1-(866) 341-6086 fax

Ralf@RalfBrookesAttorney.com

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WALTER JOHNSON, SHIRLEY E. DOWLING,
FRANKLIN W. ROTH, as individuals
Plaintiffs

v.

Case No. 10-1877CA-B

CITY OF DUNNELLO
Defendant

COMPLAINT

1. The circuit court has jurisdiction in this statutory cause under Florida Statute §163.3215 (2009) (“Comp Plan Consistency” actions) and Florida Statutes § 86.011(2009) (Declaratory Judgment actions).

2. Plaintiffs seek de novo review and a judgment declaring that the Settlement Agreement purporting to approve a development on the subject property is “inconsistent” with the City of Dunnellon Comprehensive Plan.

3. As set forth in the attached letter dated March 19, 2010 faxed to to the City of Dunnellon by the state land planning agency the State of Florida Department of Community Affairs (DCA), the development order purporting to approve development as part of a Bert J. Harris Settlement Agreement is “inconsistent” with the City of Dunnellon Comprehensive Plan. **Exhibit A, March 19, 2010 letter from DCA.**

4. Plaintiffs own or reside on property that is adjacent, nearby or very proximate to the subject development. **Exhibit B, Aerial Map of Plaintiffs properties.**

5. At their evening meeting on March 19, 2010, the City of Dunnellon City Commission approved the subject development on the Rainbow River. **Exhibit C, Signed Settlement Agreement.**

6. The subject lands were the subject of a remedial plan amendment adopted after a 2001 stipulated settlement agreement with the state land planning agency (DCA) resulting in site-specific land use designations applicable to subject property in the Comprehensive Plan, Future Land Use Element and Future Land Use Map (“FLUM”).

7. The subject development order is inconsistent with the City of Dunnellon Comprehensive Plan, including densities, intensities and development allowed by the current approved land use designations.

8. A remedial plan amendment in 2001 designated a portion of the Property adjacent to County Road 484 Commercial and Residential Medium Density, but designated approximately half of the Property near the Rainbow River as Agriculture and Conservation.

9. The new subject settlement agreement with the City, which would authorize 349 dwelling units and 100,000 square feet of commercial, with an additional 101 units and 25,000 square feet of commercial that might be constructed at some unspecified site, is clearly not consistent with the City's Comprehensive Plan.

10. Paragraph 4.b. of the settlement agreement states that the Property is vested for the Mixed Use land use designation.

11. The Property has never been designated for Mixed Use under the Dunnellon Comprehensive Plan.

12. The City adopted Mixed Use for the Property in 1996, but the state land planning agency DCA found that plan amendment “not in compliance” and the Mixed Use designation never became effective.

13. The not-in-compliance determination was resolved by a remedial plan amendment in 2001 which designated (land use only) a portion of the Property adjacent to County Road 484 Commercial and Residential Medium Density, but designated approximately half of the

Property near the Rainbow River as Agriculture and Conservation. The new subject settlement agreement with the City is inconsistent with the remedial amendments contained in the prior settlement agreement with DCA.

14. The present land use designation(s) of the Property allow one dwelling unit per ten acres (or one per five with clustering).

15. The Settlement Agreement violates constitutional prohibitions on contract zoning because it fails to merely agree to consider and process land use amendments and rezonings and actually purports to approve these development that is not consistent with the existing comprehensive plan, land use designations and zoning on the property and avoid both procedural and substantive requirements prior to approving the development on the subject property.

15. The remedial amendment was accompanied by an Agreement Limiting Development executed by the owner of the Property that specified that the total number of units on the portion designated as Agriculture would be no more than 30.

16. Importantly, the development was directed away from the Rainbow River.

17. The proposed plat attached to the pending settlement agreement shows many more than 30 dwelling units in the area designated as

Agriculture and shows additional dwelling units in the area designated as Conservation under the 2001 remedial amendment.

19. The settlement agreement proposes to approve increased units near the Rainbow River without a plan amendment, in violation of the Agreement Limiting Development, and in violation of the overall 2001 settlement agreement with the Department.

20. Paragraph 4.b. of the settlement agreement purports to amend Objective 1, Policy 1.6 of the Future Land Use Element.

21. It is not possible for the City to amend its Comprehensive Plan in the agreement.

22. The only way that the Comprehensive Plan can be amended is by adoption of a plan amendment under the procedure in section 163.3184, Florida Statutes.

23. This attempt to amend the Comprehensive Plan by agreement is invalid.

24. Paragraph 19 of the settlement agreement mentions changing the land use designations of the Property by the Property Appraiser for ad valorem tax purposes (i.e., a different constitutional officer with a different statute and different purpose, than Florida Statute Chapter 163 land use plan designations that must be reviewed and approved by DCA as the state land

planning agency). It is not clear whether this means changes to the land use designations on the future land use map of the Comprehensive Plan; but if that is intended, then such changes also cannot be accomplished in an agreement.

25. The only way that the Comprehensive Plan Future Land Use Map and land use designation can be amended is by adoption of a plan amendment under the procedure in section 163.3184, Florida Statutes.

26. Paragraph 20 of the settlement agreement states that, "In the event of a conflict between this Agreement, the City's Comprehensive Plan or Land Development Regulations or other rules or ordinances, this Agreement shall prevail." This is clearly incorrect as a matter of law.

This attempt to amend the Comprehensive Plan by agreement denies the citizen's of Dunnellon and affected parties, including the County and State, the statutory notice, public hearings and right to request formal administrative hearings required by Florida Statutes 163.3184 (Comprehensive Plan Amendments) and Florida Statutes Chapter 120 (Florida's Administrative Procedures Act).

27. All development and all development orders must be consistent with the Comprehensive Plan. Section 163.3194, Florida Statutes.

28. Florida Statute §163.3215 creates a statutory cause of action to seek de novo action in circuit court on the issue of whether a development order is inconsistent with an adopted Comprehensive Plan.

29. The proposed settlement agreement is based on the Bert Harris Act. The Bert Harris Act does not override the provisions of the Growth Management Act. To the contrary Section 163.3211 of the Growth Management Act provides:

163.3211 Conflict with other statutes--Where this act may be in conflict with any other provision or provisions of law relating to local governments having authority to regulate the development of land, the provisions of this act shall govern unless the provisions of this act are met or exceeded by such other provision or provisions of law relating to local government, including land development regulations adopted pursuant to chapter 125 or chapter 166.

30. The failure to first submit and obtain approval from the state land planning agency (State of Florida Department of Community Affairs) for a Comprehensive Plan Amendment before approving the inconsistent Development Order also violates mandated statutory review procedures for Comprehensive Plan Amendments required under Florida Statutes §163.3184(3).

31. Under Florida Statutes §163.3184, review by the state of Florida, Department of Community Affairs (DCA) is undertaken to ensure that the Plan Amendment is consistent with State Plan, Regional Plans and

Florida Administrative Code Rule 9J-5 and is internally consistent with the City of Dunnellon Comprehensive Plan.

32. Failure to obtain approval of a plan amendment prior to approval of development that is not consistent with the Comprehensive Plan violates state law including §163.3184.

STATUTORY STANDING

33. Plaintiffs have statutory standing under §163.3215, Florida Statutes, to seek review of Comprehensive Plan consistency.

34. Plaintiffs will suffer adverse effects to interests protected or furthered by the local government comprehensive plan that exceeds in degree the general interest in community good shared by all persons.

35. Plaintiffs own or reside on property that is adjacent, nearby or very proximate to the subject development. **See Exhibit B, Aerial Map of Plaintiffs properties.** Plaintiffs utilize the Rainbow River adjacent to this particular subject parcel for their own individual recreational activities including for example tubing, canoeing, kayaking, boating, fishing, wildlife observation and bird watching. These experiences will be diminished and affected by the proposed development that is inconsistent with the Comprehensive Plan.

36. The inconsistent proposed development activities would

increase the number of houses, structures, impervious surface and increased demands created by additional dwelling units, and people in the area and, accordingly, increase demands relating to public services, evacuation, roadway traffic, boating traffic, and infrastructure and the loss of additional tree canopy, riverine wildlife corridor forest frontage on the Rainbow River.

37. Plaintiffs will also suffer adverse effects to interests protected or furthered by the adopted Plan, as amended, including but not limited to density, intensity, and lands along the Rainbow River designated as conservation which affect their individual property interests, their interest in protecting and maintaining the natural resources of the Rainbow River, their interest in protecting wildlife and bird corridor along the riverbanks, their interest in sufficient water and wastewater infrastructure, their interests in efficient and equitable distribution of land uses in the area, their interests in reasonable investment-backed expectations in their area, their interests in land use, their interests in preserving the character of Rainbow River, their interests related to health and safety, including the safety and efficiency of recreation facilities and streets, police and fire protection, densities or intensities of development, including the compatibility of adjacent land uses, their interest in environmental or natural resources and their interest in wetland preservation.

38. Plaintiffs would be “harmed to a degree that exceeds the harm caused to the public in general” due to their proximity to the development, her location in the same floodplain and river corridor and their active use of the roads and streets.

39. Given Plaintiffs proximity to the project and given their use of the same water system, roadway system, river, and sewer system, Plaintiffs will “suffer harm to a greater degree than that of the public in general.”

40. Plaintiffs will also “be harmed to a degree that exceeds the harm caused to the public in general” because of their participation in the local government process and his volunteer efforts to preserve and protect the River.

Plaintiff Rainbow River Conservation, Inc.

41. Plaintiff **RAINBOW RIVER CONSERVATION, INC.** (**hereinafter “RRC”**) will be harmed to a degree that exceeds the harm caused to the public in general because of the RRC's investment of resources and volunteer activities to acquire parklands adjacent to the project, acquisition of additional parklands near the project, protect the health and welfare of the Rainbow River and to encourage environmentally sound development practices around the Rainbow River.

42. RRC also intervened in administrative proceedings with the state land planning agency DCA affecting the Rainbow River based upon DCA's notice of intent to find previous Plan Amendments "not in compliance" with the City's Comprehensive Plan.

43. RRC has promoted policies to protect and preserve the natural beauty of the Rainbow River for over 40 years. RRC was a key advocacy group that persuaded the State of Florida to purchase the Rainbow Springs headwaters and create the current Rainbow Springs State Park. RRC was the key advocacy group that promoted the purchase of the Griffiths Property by the State of Florida so that this valuable habitat could be added to the State Park. RRC was a partner with the State of Florida to designate the river as the Rainbow River Aquatic Preserve. RRC was a partner with the State of Florida to designate the Rainbow River as a Florida Outstanding Waterway. RRC was a partner in acquisition of the Blue Run of Dunnellon Park owned by the State of Florida Office of Greenways and Trails (OGT) and participated in developing grant applications and a management plan for the park, including management of greenways, wildlife corridors and rails to trails and Withlacoochee State Trail connectivity. RRC assisted with land acquisition efforts at the state level, including Florida Forever, to acquire the subject lands on the Rainbow River Ranch, including preparation of an

application that has been “A” (highest) listed by the State of Florida’s land acquisition ARC committee that ranks lands for state purchase. RRC has participated in developing and adoption of a SWIM plan for Rainbow River with the Water Management District.

Exhibit B, Aerial Map of RRC’s State Lands of interest, participation and continued involvement.

RRC has been working for over 40 years to ensure that the Rainbow River is protected for future generations, and during this time, the Rainbow River has been designated an Outstanding Florida Waterway, a National Natural Landmark by the US Dept. of the Interior, an Aquatic Preserve, and a Surface Water Improvement and Management Program (SWIM) water body.

44. RRC has installed over 40 Wood Duck Boxes, at key locations at the edges of the Rainbow River, to encourage the growth of a Wood Duck population on the river. This project has been very successful. The boxes are maintained twice a year and have been successful in bringing numerous breeding pairs of Wood Ducks to the river. Over 16 of these Wood Duck boxes are adjacent to the Rainbow River Ranch property line and two are located in the East Blue Cove. Development of the shore line would material

impact these boxes and the Wood Duck population that RRC has nurtured for so many years.

45. RRC coordinates the Rainbow River Cleanup each year to get volunteers to remove trash from the River. Over 200 people with canoes, kayaks, pontoon boats and scuba diving equipment participated this year.

46. RRC's continued involvement with the Rainbow River, its riverine system and wildlife corridors, including the land along its shoreline and tireless efforts to educate the public and to encourage clean and environmentally sound development will be for naught if the development that is inconsistent with the goals and objectives of its Comprehensive Plan is approved and allowed.

47. RRC primary organizational purposes and activities include the study and protection of natural resources and the advocacy of sound land use and growth management policies affecting the environment and natural resources of the Rainbow River.

48. RRC's involvement in the original acquisition of the land for use as a state park and forest and its continued, active connection with that state lands further demonstrate an interest greater than that which all persons share in the community good.

49. RRC's officers and members had initiated and facilitated the original public acquisition of the adjacent and nearby state lands, and a substantial number of RRC's members, along with non-members who participate in RRC-sponsored activities, use the adjacent State lands for recreational and educational purposes including study and observation of wildlife utilizing the Rainbow River and forested river corridor.

50. The development density and intensity and location of development allowed under the settlement agreement will adversely affect RCC's use and its members' use of the adjacent State lands as a natural resource area.

51. The location of buildings and structures as well as the increased traffic and the activity, lights, and noise associated with a development and parking lots are incompatible with State lands nature-based recreation and will discourage and interfere with the ability of wide-ranging species to reach or remain in the adjacent and nearby state lands and wildlife corridors. This will adversely affect the ability of RCC, its members, and others who participate in RCC-sponsored activities to observe or study wildlife species.

52. The development on the subject parcel will adversely impact the ability to use controlled burns to manage adjoining and nearby lands including the adjacent state lands. Without controlled burns, habitat for a

variety of species in the adjacent and nearby lands owned by Plaintiffs and state lands will be reduced or eliminated, thus adversely affecting the ability of RCC, its members, and others who participate in RCC-sponsored activities to observe or study those species. Also, without controlled burns, much of the forest will become overgrown with understory species, thus adversely affecting the ability of RCC, its members, and others who participate in RCC-sponsored activities to fully enjoy the natural resources that also utilize State lands.

Individual Plaintiffs

53. Frederick S. Johnston, owns and resides on adjoining property located directly across the River from and facing the development at 11875 East Blue Cove Drive, Dunnellon, FL 34432, (101 feet across Rainbow River) from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

54. Michael G. Rausch, owns and resides on adjoining property located directly across the River from and facing the development at 11865 East Blue Cove Drive, Dunnellon, FL 34432, (98 feet across Rainbow River) from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

55. Max P Lynn, owns and resides on Rainbow River on property located proximate to the development at 11150 SW 190th Ave, Dunnellon, FL, 34432, approximately 921 feet distant from the subject parcels, shares a road that bounds the subject property and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River,

adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

56. John Dennis, owns and resides on property located near and proximate to the development at 11144 SW 190th Ave, Dunnellon, FL 34432, approximately 1013 feet distant from the subject parcels, shares a road that bounds the subject property and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

57. Patricia M Ermatinger owns and resides on property located proximate to the development at 11132 SW 190th Ave, Dunnellon, FL 34432, approximately 1154 feet distant from the subject parcels, shares a road that bounds the subject property and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,”

that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

58. Jean Tullis owns and resides on property located proximate to the development at 11106 SW 190th Ave, Dunnellon, FL 34432, approximately 1487 feet distant from the subject parcels, shares a road that bounds the subject property and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

59. Thelma B Dickinson, owns and resides on property located proximate to the development at 20040 The Granada, Dunnellon, FL 34430, approximately 1896 feet from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and

environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

60. Margaret Longhill, owns and resides on property located proximate to the development at 12088 Palmetto CT Dunnellon, FL 34432, approximately 3239 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

61. Nikki Connors owns and resides on property located proximate to the development at 20232 Palmetto Lane Dunnellon, FL 34432, approximately 2803 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered

by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

62. Roger Barth owns and resides on property located proximate to the development at 12169 Palmetto Way Dunnellon, FL 34432, approximately 2050 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

63. Emma Jean Painter owns and resides on property located proximate to the development at 12193 Palmetto Way, Dunnellon, FL

34432, approximately 2348 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

64. Leonard Gane owns and resides on property located proximate to the development at 12157 Palmetto Way, Dunnellon, FL 34432, approximately 1816 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

65. Walter Johnson owns and resides on property located proximate to the development at 12151 Palmetto Way, Dunnellon, FL 34432, approximately 1733 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

66. Shirley E. Dowling owns and resides on property located proximate to the development at 12145 Palmetto Way, Dunnellon, FL 34432, approximately 1637 feet away, but on the Rainbow River, from the subject parcels and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and

proximate to the subject development and these interests will be adversely affected by the inconsistent development.

67. Franklin W. Roth owns and resides on property located across the Rainbow River, near and proximate to the development at 19526 Burkitt Drive, Dunnellon, FL 34432, approximately 491 feet away, and will suffer an adverse effects to “interests protected or furthered by the local government comprehensive plan,” including densities or intensities of development, and environmental or natural resources on lands designated “Agricultural” and “Conservation,” that exceeds in degree the general interest in community good shared by all persons because of their on going and continued use of the Rainbow River, adjacent and proximate to the subject development and these interests will be adversely affected by the inconsistent development.

REMEDY AND RELIEF REQUESTED

WHEREFORE, Plaintiffs seek a full and fair *de novo* trial by the Court on the merits under Florida Statutes §163.3215, at the conclusion of trial, an ORDER from the Court :

REVERSING, QUASHING and VACATING the City's approval as inconsistent with the Dunnellon Comprehensive Plan, and any and all appropriate declaratory, mandatory and injunctive relief under Florida Statute §163.3215, including demolition, *Pinecrest Lakes, Inc. v. Shidel*, 795 So.2d 191 (Fla. 4th DCA, 2001) cert. denied 821 So.2d 300 (Fla. 2002); and

Any other relief deemed appropriate by the Court in this matter.

Respectfully Submitted,



Ralf Brookes Attorney
Fla Bar No. 0778362
1217 E Cape Coral Parkway #107
Cape Coral, Fl 33904
(239) 910-5464
(866) 341-6086 fax
***Electronic service/ scheduling
preferred at :***
ralf@ralfbrookesattorney.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by fax, email or US mail on **this April 16, 2010** to the following:

City Attorney, City of Dunnellon

Marsha Segal-George, Esq.
Fowler, O'Quinn, Feeney & Sneed, P.A.
28 West Central Boulevard, Suite 400
Orlando, FL 32801
Fax (407) 425-2690
marshaisg@bellsouth.net

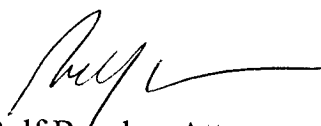
Mayor and City Council

City of Dunnellon City Hall
20750 River Drive
Dunnellon, FL 34431

Attorney for:

Conservation Land Group, LLC and Rainbow River Ranch LLC

Kenneth G. Oertel, Esq.
Oertel, Fernandez, Cole & Bryant, P.A.
Post Office Box 1110
Tallahassee, FL 32302-1110
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***Electronic service/ scheduling
preferred at :***

ralf@ralfbrookesattorney.com

*As filed with the :
5th Circuit Court
110 NW 1st Ave,
Ocala Fl 34475*

Exhibit A

March 19, 2010 letter from DCA.



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

March 19, 2010

BY FACSIMILE AND U.S. MAIL

The Honorable Fred R. Ward, Mayor
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Fax: (352) 465-8505

Re: Proposed Settlement Agreement between Conservation Land Group, LLC,
Rainbow River Ranch, LLC, and the City of Dunnellon

Dear Mayor Ward:

Two citizens from your area, Bert Eno and Louise Kenney, have brought to my attention a proposed settlement agreement that will be considered by the Dunnellon City Council at a special meeting this evening. My staff and I have examined the agenda materials available on your website. It is clear that the proposed settlement agreement violates several provisions of Florida law, and I urge the City Council to reject it.

First, the settlement agreement contemplates approval of development orders that are not consistent with the Dunnellon Comprehensive Plan. The present designation of the Property is Agriculture, which allows one dwelling unit per ten acres (or one per five with clustering). The settlement agreement, which would authorize 349 dwelling units and 100,000 square feet of commercial, with an additional 101 units and 25,000 square feet of commercial that might be constructed at some unspecified site, is clearly not consistent with the City's Comprehensive Plan.

Second, the settlement agreement appears to be based on a mistake of fact. Paragraph 4.b. of the settlement agreement states that the Property is vested for the Mixed Use land use

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

The Honorable Fred R. Ward, Mayor
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designation. The Property has never been designated for Mixed Use under the Dunnellon Comprehensive Plan. The City adopted Mixed Use for the Property in 1996, but the Department found that plan amendment not in compliance and the Mixed Use designation never became effective. The not-in-compliance determination was resolved by a remedial plan amendment in 2001 which designated a portion of the Property adjacent to County Road 484 Commercial and Residential Medium Density, but designated approximately half of the Property near the Rainbow River as Agriculture and Conservation. The remedial amendment was accompanied by an Agreement Limiting Development executed by the owner of the Property that specified that the total number of units on the portion designated as Agriculture would be no more than 30. The important point, of course, was that development was directed away from the Rainbow River. The proposed plat attached to the pending settlement agreement shows many more than 30 dwelling units in the area designated as Agriculture and shows additional dwelling units in the area designated as Conservation under the 2001 remedial amendment.

Furthermore, the Agreement Limiting Development specifies that any change in the limitations provided in that Agreement "shall be effective only if adopted by further amendments to the City of Dunnellon Comprehensive Plan in accordance with the formalities then required for amendments to the Comprehensive Plan." The settlement agreement proposes to approve increased units near the Rainbow River without a plan amendment, in violation of the Agreement Limiting Development, and in violation of the overall 2001 settlement agreement with the Department.

Thirdly, paragraph 4.b. of the settlement agreement purports to amend Objective 1, Policy 1.6 of the Future Land Use Element. It is not possible for the City to amend its Comprehensive Plan in an agreement. The only way that the Comprehensive Plan can be amended is by adoption of a plan amendment under the procedure in section 163.3184, Florida Statutes. This attempt to amend the Comprehensive Plan by agreement will be invalid, and any development order that relies upon the attempted amendment will be subject to challenge by aggrieved and adversely affected persons.

Paragraph 19 of the settlement agreement mentions changing the land use designations of the Property for ad valorem tax purposes. It is not clear whether this means changes to the land use designations on the future land use map of the Comprehensive Plan; but if that is intended, then such changes also cannot be accomplished in an agreement.

Fourthly, paragraph 20 of the settlement agreement states that, "In the event of a conflict between this Agreement, the City's Comprehensive Plan or Land Development Regulations or other rules or ordinances, this Agreement shall prevail." This is clearly incorrect as a matter of law. All development and all development orders must be consistent with the Comprehensive Plan. Section 163.3194, Florida Statutes.

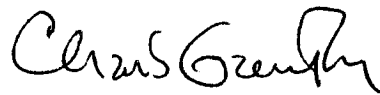
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The proposed settlement agreement is based on the Bert Harris Act. The Bert Harris Act does not override the provisions of the Growth Management Act. Section 163.3211 of the Growth Management Act provides:

163.3211 Conflict with other statutes.--Where this act may be in conflict with any other provision or provisions of law relating to local governments having authority to regulate the development of land, the provisions of this act shall govern unless the provisions of this act are met or exceeded by such other provision or provisions of law relating to local government, including land development regulations adopted pursuant to chapter 125 or chapter 166.

I urge you to reject the settlement agreement as inconsistent with the present Comprehensive Plan, and as inconsistent with the 2001 Settlement Agreement between the city and the Department. If you have any questions concerning these issues, please contact me or Assistant General Counsel David Jordan.

Sincerely yours,



Charles Gauthier
Director, Division of Community Planning

TP/dj

cc:

Frederick C. Stark, Vice-Mayor
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

Dennis Evans, Council Member
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

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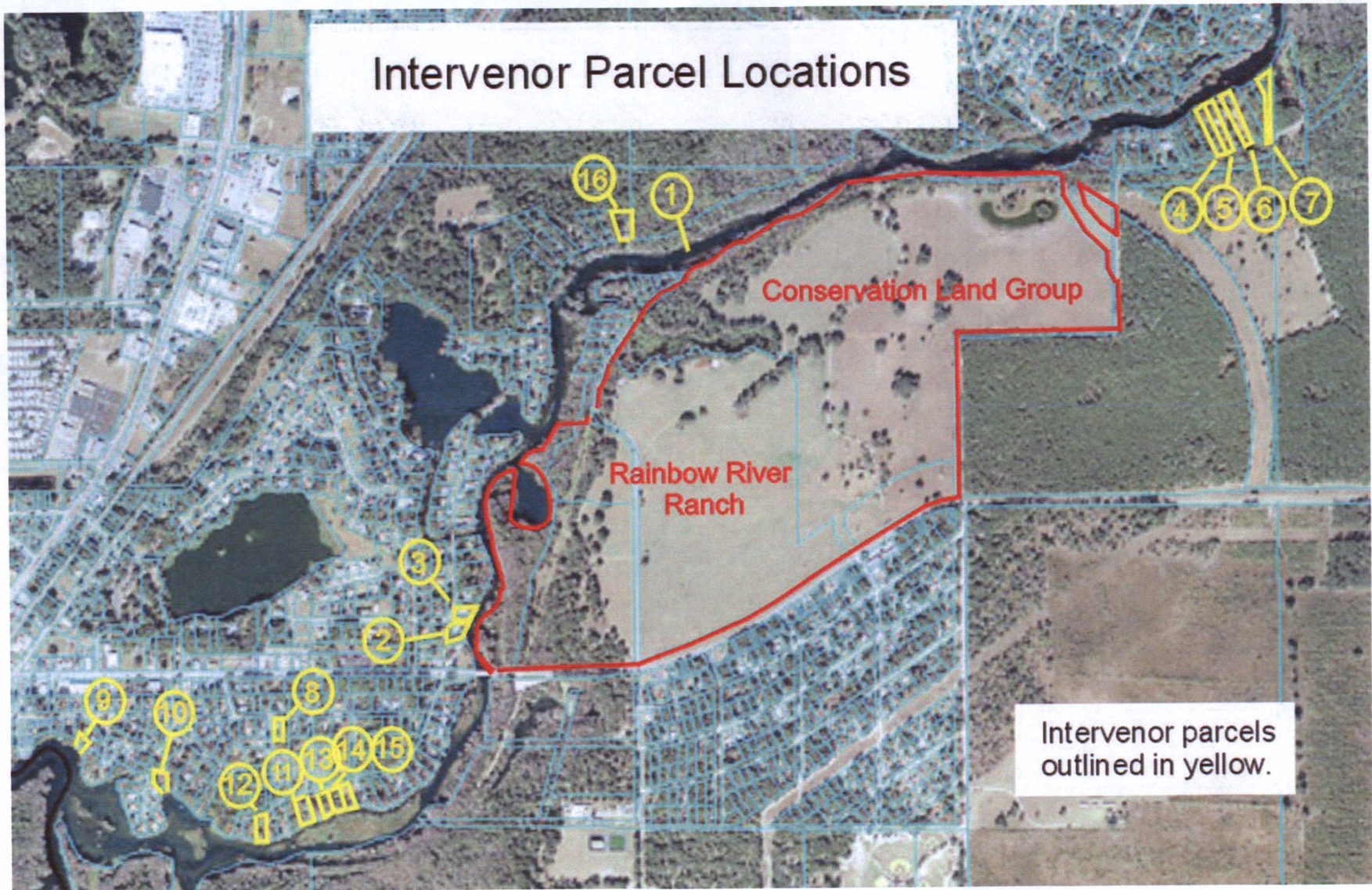
Mr. Burt Eno
9220 Southwest 193rd Circle
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Lisa Algieri, City Manager
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
lalgieri@dunnellon.org

Ms. Louise Kenny
19970 Ibis Court
Dunnellon, Florida 34432

Exhibit B
Aerial Maps of Individual Plaintiffs' properties
and
RRC lands of interest
including adjacent Blue Run Park and Rainbow River State Park.

Intervenor Parcel Locations



Conservation Land Group

Rainbow River Ranch

Intervenor parcels outlined in yellow.

Intervenor Parcel Locations

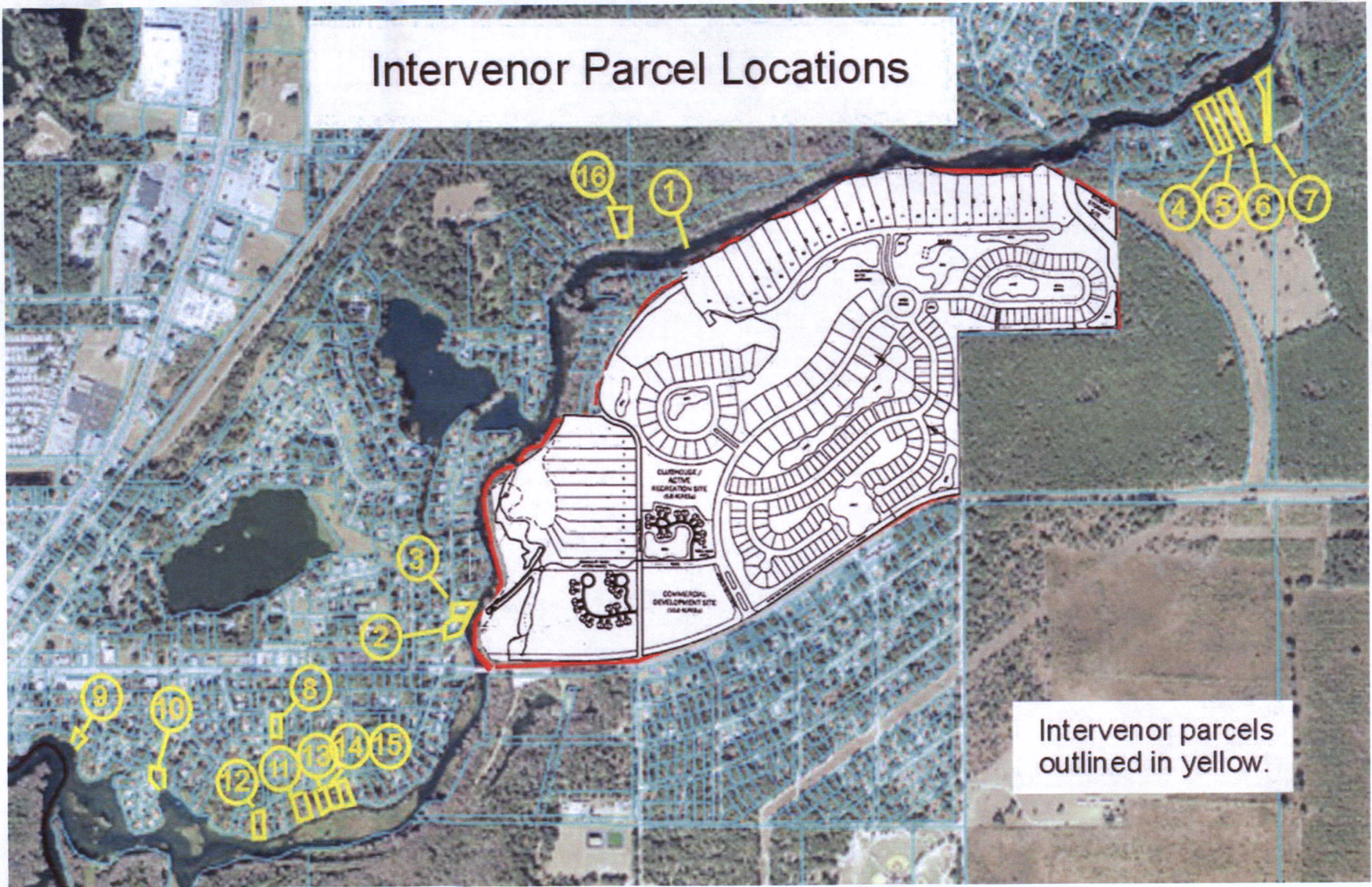


Exhibit 1. Aerial Map of Rainbow River Ranch Area

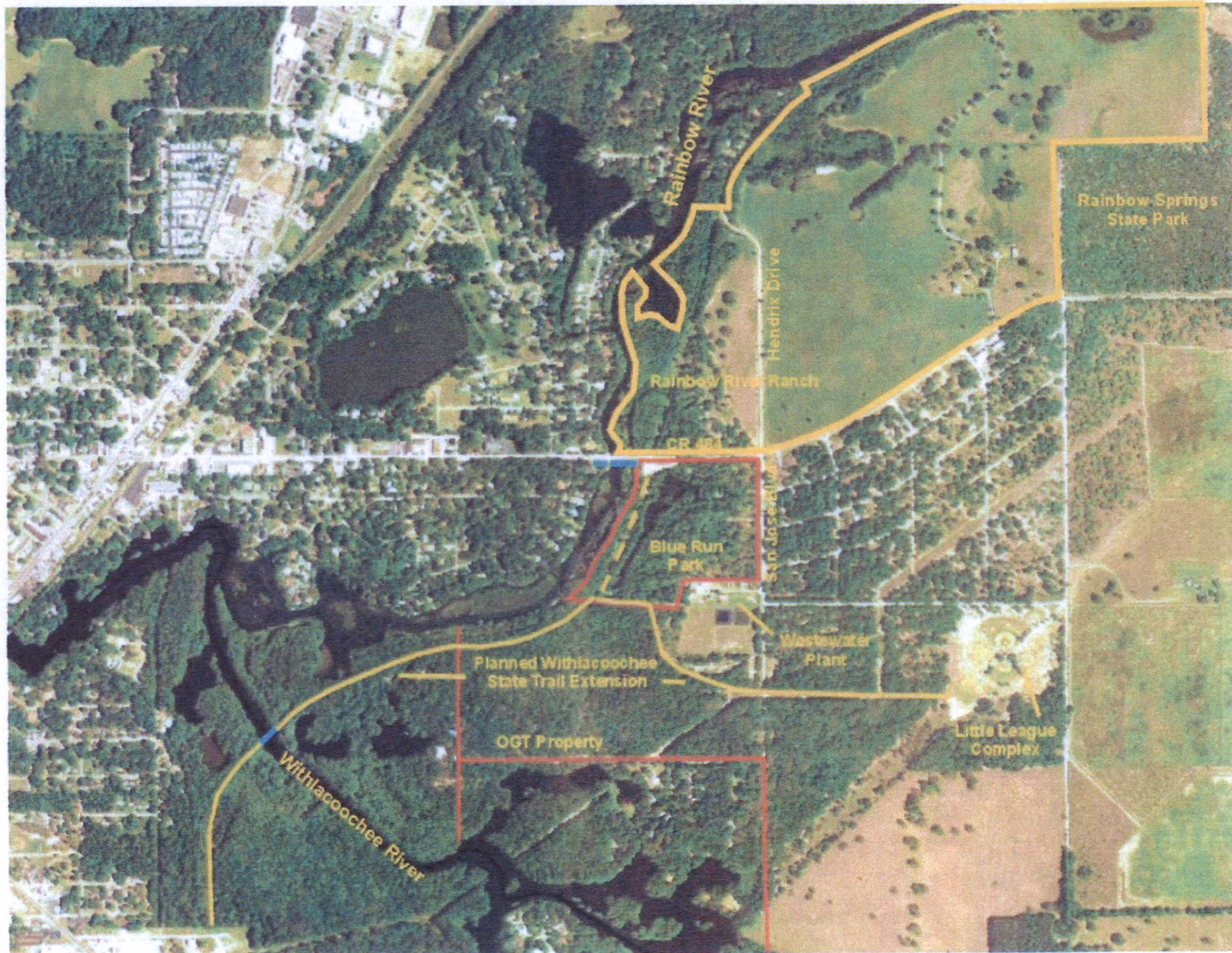


Exhibit C

Settlement Agreement dated March 19, 2010

MASTER

Conservation Land Group, LLC and Rainbow River Ranch, LLC and the City of Dunnellon Settlement Agreement

This Agreement is between Conservation Land Group, LLC and Rainbow River Ranch, LLC ("Property Owners") and the City of Dunnellon ("City").

WHEREAS, the Property Owners have filed claims against the City which include claims under the Bert Harris Act, S. 70.001 F.S., and the City has claims against the Property Owners, the Property Owners and the City have reached a common understanding to resolve all such claims, it is therefore agreed:

1. This Agreement is intended to resolve, all claims brought by the Property Owners against the City, all claims brought by the City against the Property Owners, whether pending or not, which exist at the time this Agreement is executed by all parties. When it is approved by the City Council, this Agreement will be submitted to the Circuit Court for the entry of a consent judgment and to satisfy S. 70.001(4)d F.S.. The settlement will include record plat approval for the Property Owners parcels noted in Exhibit "B," based on the preliminary plat attached hereto as Exhibit "A" to this Agreement. The procedures outlining the steps necessary for preparation and filing of the record plat documents are noted in paragraph 27 below. Once recorded, the record plat documents will become an attachment to the consent judgment along with this Agreement. The Agreement does not become final until the plat is recorded, and is accepted by the Circuit Court and the time to appeal has run, or, if appealed, when a decision is rendered which affirms the legality of this Agreement. When this Agreement becomes final, the Property Owners and the City will file voluntary dismissals of all pending claims against each other. A legal description of the parcels subject to this Agreement is attached as Exhibit "B." As used in this Agreement, the term "Project" means: the Preserve at Blue Run, a mixed use planned unit development. The site design properly reflects the importance of the protection of the

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critical environmental and natural habitat areas of the Property. Some of these environmentally friendly design features include large contiguous greenway trails, walk-able neighborhoods, a variety of housing choices and a protective buffer along the Rainbow River. The Project subject to this Agreement is described in the preliminary plat attached to this Agreement as Exhibit "A."

2. The City of Dunnellon City Council will adopt a Transfer of Developmental Rights Ordinance (TDR Ordinance) within 120 days after the signing of this Agreement, and the vested rights of the Property as noted in paragraph 4 below will be eligible to participate in that program. The TDR Ordinance shall allow the transfer of development rights from this Property to other properties within the City or Marion County. TDR units from this Property will not be subject to additional zoning approvals for receiving lands identified in the TDR Ordinance.

3. Prior to consideration of converting platted commercial Property to residential dwelling units based on the conversion factors in paragraph 4, the maximum residential dwelling units for the Project may not exceed 349. The conversion of commercial Property to residential units or the request by the Owner to implement the Alternative Development plan as noted in paragraph 25 below, shall require only administrative approval by the City Manager or the City Manager's designee. For the parcels subject to the Settlement Agreement and consent judgment, additional approvals such as: minor amendments to the recorded plat, adjustments to road locations, lot lines, easements, drainage areas etc, City construction permits for docks and boardwalks and other similar requests shall require only an administrative approval by the City Manager or the City Manager's designee. Approvals of same will be handled in a timely manner (30 days) and will not unreasonably be withheld.

4. The Property shall be determined to be vested for 450 dwelling units and 125,000 sq. ft. of commercial space on 25 acres. The commercial space allowed for under this agreement shall be limited to a maximum of 10 acres and 100,000 sq. ft. Pursuant to Ordinance No. 01-02, which is attached hereto and incorporated herein by reference within Exhibit "D," the City amended its Comprehensive Plan and its Future Land Use Map and in accordance with Composite Exhibit "B," which is contained in Exhibit "D" to this Agreement, granted the Owner a Mixed Use Land Use with a PUD zoning in 2001.

- a. At the discretion of the Owners, all or a portion of the commercial space allowed for under this agreement can be converted to residential dwelling units. The conversion factor is 2,000 square feet of commercial space is equal to one dwelling unit. As described above, no more than 349 units may be built onsite other than those added using the commercial conversion factor based on an administrative request. Any unused units, along with the balance of any unused commercial Property which are vested, shall be available for the TDR program.
- b. The land use designation for the property, vested as Mixed Use is defined by Objective 1, Policy 1.6 of the Future Land Use Element, Goals, Objectives and Policies of the Dunnellon Comprehensive Plan. Since this is a settlement of two Bert Harris Claims and the City has recognized that the Owner has vested rights with regard to residential and commercial uses, Policy 1.6 is modified to include up to 100,000 square feet of commercial and to exclude under Policy 1.6, subset a., c., f., g., h., and j. Further it is recognized that adjustments may be made to the Project based

on Community scale issues within the Mixed Use Land Use category. These adjustments may be made administratively by the City Manager or his/her designee. The permitted uses include: residential defined as homes built in place and not a mobile or manufactured home, commercial, neighborhood office, artisan uses, personal service, civic, cultural, transient lodging, bed and breakfast establishments, recreational vehicle parks, religious facilities and financial services.

- i. Recreational types of uses are allowed for the Project and are any of the common recreational/clubhouse/amenity type of uses associated with a mixed use waterfront development.
 - ii. Conservation, agriculture and public uses are allowed on the Project.
- c. This Agreement, recognizing this Project as a PUD, shall allow a variety of residential products defined as a variety of residential products that are built in place and are not mobile or manufactured, including but not limited to: single family lots, cluster housing, common wall housing, work live housing, multi family housing and town homes.
- i. A variety of commercial uses including but not limited to: retail, specialty retail, service, tourist, sales, public, health care/assisted living and residential are allowed. The Property Owner can convert some or all of the commercial square footage allowed for under this Agreement to residential dwelling units as follows: 2,000

square feet of commercial area is equal to one residential unit, adding no more than 50 additional units to the Project.

- ii. All development subject to this Agreement shall be accomplished under a Homeowner's Association structure. The Owner may consider creating a Community Development District (CDD) as a financing tool to provide necessary infrastructure to the Project. The City would look favorably on creation of such a district. Property Owners shall furnish the City with an easement for City Owned and supplied Utilities. Building heights will conform to current height restrictions in the City's Land Development Regulations.

5. It is recognized that the Property Owners will be required to apply to the Southwest Florida Water Management District (SWFWMD) for an Environmental Resource Permit including, Stormwater Management Permits. The Property Owners will also be required to apply to the SWFWMD/DEP with regard to additional dock permits. At the time that application is made, the Property Owners will furnish the City of Dunnellon with a copy of the application. The City of Dunnellon will have the opportunity to review and comment (in a timely manner) regarding that application with the understanding that the basis of review and comment is limited to the relevant sections of the SWFWMD and DEP regulations found in the Florida Administrative Code, as it pertains to dock applications (F.A.C. 18-20 and F.A.C. 18-21), associated with the application. A separate City drainage permit and/or submittal will not be required. The City agrees to accept the determinations made by SWFWMD and DEP and subsequently issue any necessary City construction permits associated with the application.

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6. Subject to Paragraph 25 below and the septic systems already in use on the parcels within the Project, septic tanks will not be allowed onsite. The development of this Project shall be subject to the requirement that all structures shall be connected to a central sewer system and an approved public or private central water system as will be outlined in a future Utility Services Agreement. To offset potential expenses that the Property Owners may agree to undertake in the future for the installation of necessary utilities, the City will allow a reimbursement schedule to the Property Owners from impact fees, connection fees or other revenue sources, at a formula to be determined and made part of a future utility agreement for the parcels within the Project.

7. Several Smart Growth principals have been utilized in the planning and design of the Preserve at Blue Run. These include providing a wide range of housing choices and a mix of land uses, walkable neighborhoods, the preservation of large, contiguous open spaces and the protection of the natural beauty of the Property and preservation of the critical environmental areas by establishing a restrictive 100 foot buffer along the Rainbow River corridor. Overall this Project has been designed to achieve a low gross residential density between 1.20 -1.55 dwelling units per acre with a minimum of 30 percent of the Project retained as open space. Many of today's land development trends such as Smart Growth, Green Development, Best Management Practices and Sustainability have been utilized in the design of this proposed development.

The large amount of open space designed into this master plan allows over 90 percent of the proposed home sites to back up to common open space or greenbelts. These greenbelts are largely planned along the natural areas of the parcels within the Project and will be utilized for stormwater retention and treatment, tree protection areas, habitat corridors and other passive recreation uses.

The Preserve at Blue Run Project has been carefully designed with an emphasis on preservation of the natural site features. Of utmost importance is the protection of the one plus mile of frontage along the Rainbow River which is an Outstanding Florida Waterway and an Aquatic Preserve. The riverfront lots were specially designed as large estate lots of 1 acre or larger in size. The low intensity development of these estate lots will facilitate the protection of the natural existing vegetation and tree canopy along the river's edge.

8. The Property Owners will agree to place a 100 ft protective buffer along the riverfront, measured landward, 100' from the ordinary high water line.

Plat approval will require a setback of 100 feet from the Ordinary High Water Line (OHWL) of the Rainbow River and 25 feet from a jurisdictional wetland line for the primary residential structure on each waterfront residential lot. All residential structures on non river front lots will also be set back 25 feet from any jurisdictional wetland lines. Within the 100 foot buffer, the only structures permitted shall be, docks, walkways and a gazebo type structure per lot. No residential structures may be located within this 100 ft buffer and no gazebo may be converted to a residential structure.

9. Each waterfront residential lot is allowed to construct one single family residential dock and associated walkway permitted and constructed subject to DEP, Florida Outstanding Water/Aquatic Preserve standards, within the 100 foot set back line from the OHWL of the Rainbow River

10. The parties to this Agreement recognize and acknowledge that those portions of the parcels within the Project which abut the Rainbow River and associated coves possess riparian rights which include the rights of access and egress, reasonable use, and the right to an unobstructed view of the Rainbow River. In order to maintain a balance between the riparian

rights of the Property Owners and the protection and preservation of the River, the Property Owners have agreed to provide a 100 foot protective buffer along the river corridor. The buffer vegetation restrictions are further defined in Exhibit "C." In addition to the vegetation restriction within the protective buffer, the Property Owners agree to adopt the following Best Management Practices and Standards for the protective buffer:

- a. The use of fertilizers and pesticides within the buffer area are prohibited. The use of fertilizers and pesticides outside the buffer area must adhere to those standards that are currently adopted by the City of Dunnellon and that are applicable to every other Property Owner in the City.
- b. The use of herbicides within the buffer area is only allowed when used for the control of invasive exotic vegetation as listed by the Florida Department of Environmental Protection and must be applied by a licensed applicator.
- c. With the exception of the existing managed turf areas, that fall within the bounds of the protective buffer, already having managed turf and being maintained, the installation and maintenance of managed turf within the buffer area is prohibited.
- d. With the exception of the Owners right to fill in the existing cow pond on the parcels subject to approval by Southwest Florida Water Management District, the wetlands will be preserved in their natural state and maintained in accord with the conditions of Exhibit "C" and the riparian rights of the Owner acknowledged in this Agreement. The dredging and filling of any wetland located within the 100 foot buffer is prohibited.

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The procedures and definitions allowing for the removal and/or maintenance of vegetation and trees within the buffer area are detailed in Exhibit "C," which is attached and made part of this Agreement.

11. The Project along County Road 484 shall be screened from view by either a landscaped wall, berm, or thick vegetative barrier that re-creates an attractive vista for residents and visitors traveling along County Road 484. Absent specific specifications, the parties recognize that the wall or landscaped berm has a dimensional height composition and is not flat or level with the land or pavement on County Road 484.

12. Plat Approval: Pursuant to this Settlement Agreement, the Property Owners will receive a record plat for this Project described as the Preserve at Blue Run. The record plat shall be prepared by a surveyor or engineer registered in the state and is to be clearly and legibly drawn in black india ink or tracing cloth or mylar as required for filing for record in Marion County. Where not in conflict with the intent of this Agreement, Section 98-103 paragraphs a(1) through a(14), Dunnellon Code of Ordinances will guide the preparation of the record plat. Three mylar prints and three paper prints of the final plat and one copy of the required supplementary material shall be submitted for the files of the City.

13. Project on-site amenities include: club house(s), swimming pool(s), picnic areas, restrooms, boardwalks, foot/bike paths, gazebos, tennis courts, basketball courts, horseshoe pits, waterfront kayak and canoe launch location(s), community dock(s), community garden(s), fencing, gates, signage, entry feature(s) and boat/RV storage. Additional amenities not listed above may be requested and approved administratively by the City Manager or designee.

14. The Property Owners shall comply with Chapter 497 F.S. for any disturbance of any existing gravesites and will protect the existing Blue Run Cemetery on site.

15. Open space on this site shall be a minimum of 30%. Stormwater treatment areas, wetlands, river front buffer areas and conservation areas will all be counted as open space areas. Passive recreation, bike and foot paths are allowed uses within the open space.

The City must determine concurrency in order to approve the record plat for this Project. The Project must comply with the City of Dunnellon roadway, potable water, sanitary sewer, solid waste, schools, parks, fire, police, and stormwater drainage level of service standards. Furthermore, connections to Marion County roadways must meet Marion County Transportation construction standards. Potable water, sanitary sewer, solid waste, schools, parks, fire, and police concurrency shall be presumed to be satisfied for the Project by the Owner's acceptance of the conditions contained within this agreement. However, stormwater drainage must be permitted by the Southwest Florida Water Management District.

Based on the City's initial review, the Owner will construct a right turn deceleration lane and left turn lane into their site. At this point, a signal is not warranted. The approximate construction costs for these improvements are estimated at \$125,000.00. All internal roads within the development will be private but will be built to standards which will accommodate emergency vehicles.

16. The City will give final construction permit approval (CC) to all existing docks on-site subject to compliance with DEP, OGC File No. 09-4227. This approval will acknowledge the acceptance of those docks as non-conforming accessory structures that will become conforming as the attached lot is developed. New dock construction permits shall be administratively approved, after approval by state permitting authorities. Other than gazebo type structures, docks, boardwalks and footpaths all construction on the site shall be subject to a 25 ft. setback from existing wetlands.

17. The Project may be constructed in 8 phases, as determined appropriate by the Property Owners. Prior to the commencement of the construction of a phase, the Owner shall provide the City Manager with a description and map of each phase which is planned for development at that time. The phasing of the Project shall allow development of any one area or building site(s) at a time.

18. Golf cart use within the boundary of the Property shall be permitted, including a crossing at Hendrix Road. Appropriate provisions will be made for a safe crossing of Hendrix Road by creating a pedestrian and cart crossing area that is clearly delineated with appropriate signage or pedestrian signalization if safety so requires.

19. The existing land use designations for the parcels within the Project shall not be changed for ad valorem tax purposes until development begins on the parcels within the Project subject to this Agreement. If the development is done in phases, only that phase being developed shall be subject to reclassification.

20. In the event of a conflict between this Agreement, the City's Comprehensive Plan or Land Development Regulations or other rules or ordinances, this Agreement shall prevail.

21. Developer agrees to add a fee to mitigate extraordinary impact on the City with regard to provision of City service due to the size of this Project. The fee shall be \$500/unit and paid at the time a building permit is pulled for a residential use. For a commercial use, the fee will be \$500/2,000-square feet of commercial. The City will not charge application fees for any zoning or development approvals which are addressed in this Agreement. All other fees for approvals not specifically described, such as building permits and impact fees, are not excused by this Agreement and are still applicable.

22. The City has determined that the Project needs an emergency access point allowing emergency vehicles to access the Project at the time of an emergency from a point established along SW 190th Avenue. This location is documented on Exhibit A. The City and Owners acknowledge that the impact of this Project over-time will require increased staffing, equipment and eventually a new public safety building to house both fire and/or police personnel. The payment associated with these increased service costs and impacts is addressed in Paragraph 21 and paragraph 24.

23. **Wastewater and Potable Water Utilities:** The Property Owners recognize that the City does not have sufficient water or wastewater capacity to serve the Project at full build-out without significant infrastructure improvements. To establish water and wastewater concurrency, the Property Owners agrees as follows:

- a. Equivalent Residential Connection (ERC) is defined as: one ERC wastewater is equal to 300 gallons/day for wastewater and one ERC potable water is equal to 350 gallons/day for potable water at average daily flows.
- b. Wastewater Impact Fee. The wastewater impact fee per ERC is \$1,805.00.
- c. Potable Water Impact Fee. Per City ordinance, water impact fees are \$100.00 per fixture unit and for the purposes of this Agreement, each residential unit is assumed to have 12 fixture units. Therefore the potable water impact fee per ERC is \$1,200.00.
 - i. **Potable Water:** The City Engineer is currently doing a water system study for the City to determine the condition and capacity of the existing City water system. As an outcome of that study the

City will notify the Property Owners if it is found that any water capacity exists. At that time the Property Owners will have the right to reserve ERC capacity by paying \$1,200.00 per ERC.

The Property Owners understand that the estimated cost associated with the construction of a water facility, sized to provide potable water and fire flow for the Property Owners Project only is \$850,000.00. Furthermore the Property Owners understand that prior to developing any phase of the Project either:

1. City has existing capacity to serve the planned phase and the Property Owners will reserve the capacity by paying the appropriate impact fee.
 2. City has constructed a new water facility and the Property Owners will reserve the required capacity for the planned phase by paying the appropriate impact fees.
 3. Property Owners will construct a new water facility, upon completion of such a facility will transfer to the City all rights to the facility as agreed upon in a future Utility Services Agreement between the parties and in turn will receive credits as noted in 6 above.
- ii. The Property Owners have identified a 1+ acre site at the Parcels for the construction of a new water facility for the Project or regional facility as noted in c below. If it is determined by DEP that the site identified is not suitable for any reason, then the

Property Owners will make a contribution of \$50,000.00 to the City towards the purchase of an alternative site. The terms and condition of this contribution will be addressed in the future Utility Services Agreement.

- iii. The City may decide to construct a regional water facility which they have estimated may cost \$1,600,000. If the timing for the construction of this regional water facility corresponds with the time frame for the development of the Project, the Property Owners and the City will endeavor to pool their funds as earmarked for their independent water facility needs and build the regional facility to serve the Project and the City public service territory. The terms and conditions of this partnership will be addressed in a future Utilities Services Agreement between the parties.

23.1 Wastewater Treatment: The City currently has a minimum of 265 ERC's of capacity available to serve future growth of the City:

- a. The Property Owners and City agree that at any time during the 18 month period following the execution of this Agreement, the Property Owners have the right of first refusal to reserve for the Project a portion or all of the 265 wastewater treatment ERC capacity by prepayment of the current wastewater impact fee rate as noted above.
- b. After the initial 18 month period, the Property Owners and City agree that the Property Owners have the right of first refusal to reserve for the

Project a portion or all of the remaining 265 ERC's not already purchased under the terms of a above. However the Property Owners will be subject to the prevailing wastewater impact fee rate at the time and understand that the City will be adopting a new wastewater impact fee ordinance based on their rate study. The new wastewater impact fee is projected to be \$3,471.00 per ERC.

24. The Owner shall either donate a site which would accommodate a 6-8,000 square foot Public Facility or pay to the City the sum of \$50,000.00 for the acquisition or construction of a Public Facility, within 12 months of the start of construction on any phase of the Project.

25. **Alternative Development Plan:** The Property Owner shall have the option of developing the Project in an alternative development pattern than has been previously described. Should the Property Owner choose to develop the Project for 10 or fewer home sites, the Project does not need to connect to central sewer or water. For such alternative development of the Project, the individual homeowners will be responsible for providing their own potable water. Septic Tanks will be allowed under the following conditions:

- a. No septic tank or drain field shall be closer than 200 feet from the OHWL of the Rainbow River.
- b. Each septic tank must use aerobic treatment units approved by the Florida Department of Health and which are designed to provide a recovered water product which contains not more than 10mg/l of total nitrogen. Should the Property Owners or their heirs or assigns elect to develop the parcels in this fashion, only the following paragraphs of this Agreement shall not apply: 4(c)ii, 6, 11, 15, 18, 21, 22, 23, and 24.

26. This agreement shall run with the land and shall apply to the heirs and assigns of the present Owners and the successors in interest of the signatories.

27. Record Plat Procedures: The following procedures will guide the common goal of the parties to this Agreement as it relates to recording a final plat on the Project.

- a. Once this Agreement is signed by all parties, the Property Owner will instruct his engineer and surveyor to prepare the documents necessary for submitting to the SWFWMD for an ERP and to Marion County Department of Transportation for driveway connection permits on the Project. It is estimated that preparation of the documents for both the ERP and Marion County Department of Transportation may take five months.
- b. Once the submittal documents are complete, the Owners engineer will submit the required copies to SWFWMD, Marion County Department of Transportation and at the same time deliver a copy of the submittal package to the City of Dunnellon for their review of same as allowed for under this Agreement. It is estimated that the review and approval by all listed reviewers may take a minimum of three months.
- c. Once the City has received the record plat documents from the Owner's engineer for signature by the Mayor, City Clerk and City Engineer, the City shall have the documents signed and returned back to the Owners engineer for recording within 14 days of receipt.
- d. Once the Owner has received the signed record plat documents back for the City, the Owner shall have the documents recorded at Marion County.

Once the plat is Recorded, the Owner will provide copies to the City as noted in paragraph 12 c above.

28. If this Settlement Agreement, or any of its material terms or provisions, or any action contemplated hereunder and necessary for the implementation of any material provision of this Settlement Agreement, is invalidated or prevented by the final judgment of any court or final agency action of any administrative agency, then the Property Owners may refile a claim in circuit court under the Bert Harris Act to challenge any government action taken by the City as of the time of this Settlement Agreement. The City agrees that the Property Owners' time to prosecute such claims under the Bert Harris act, or any action arising from transactions that were or could be raised in a Bert Harris Act, together with any assertion of any claim or demand under the Bert Harris Act, is tolled between the date the City Council approves this Settlement Agreement and the time that the Property Owners refile their claim. The City further agrees under such circumstances not to plead the affirmative defenses of release, laches, waiver, estoppel, statute of limitations, or any time limits for filing a claim or providing notice under the Bert Harris Act. Furthermore, as to any government action taken as of the time of this Settlement Agreement, the City waives all pre-suit requirements as provided in the Bert Harris Act, including written notice and delivery of a bona fide appraisal. The Property Owners do not waive any rights or claims under the Bert Harris Act for government actions taken by the City after the date of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below:

(Area intentionally left blank. Signature page to follow)

By: Gerald S. Dodd
Gerald S. Dodd, managing member, on behalf of
Rainbow River Ranch, LLC and
Conservation Land Group, LLC

This 17th day of March, 2010.

By: Kenneth G. Oertel
Kenneth G. Oertel, attorney for
Rainbow River Ranch, LLC and
Conservation Land Group, LLC

Oertel, Fernandez, Cole
& Bryant, P.A.
301. S. Bronough Street, Suite 500
P.O. Box 1110 (32302-1110)
Tallahassee, Florida 32301
Phone: (850) 521-0700
Facsimile: (850) 521-0720

This 19th day of March, 2010.

By: Fred Ward
Fred Ward, on behalf of
City of Dunnellon

Date: 3.19.10

By: Marsha Segal-George
Marsha Segal-George, attorney for
City of Dunnellon

Fowler, O'Quinn, Feeney
& Sneed, P.A.
28 W. Central Blvd., Suite 400
Orlando, Florida 32801
Phone: (407) 425-2684
Facsimile: (407) 425-2690

This 19th day of March, 2010.

By: Dawn Bowne
Dawn Bowne, City Clerk

This 19th day of March, 2010.

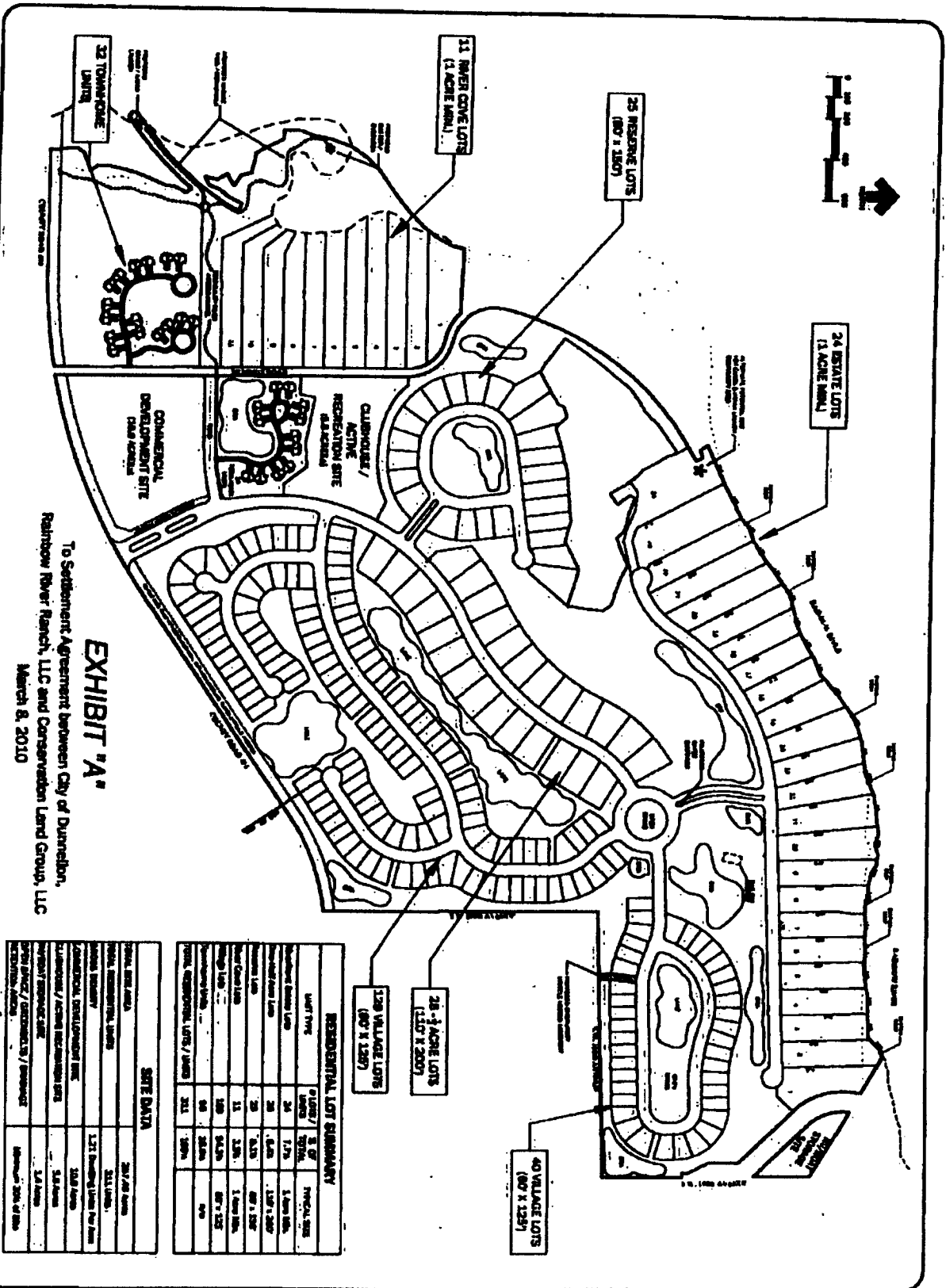


EXHIBIT 'A'
 To Settlement Agreement between City of Durston,
 Rainbow River Ranch, LLC and Conservation Land Group, LLC
 March 8, 2010

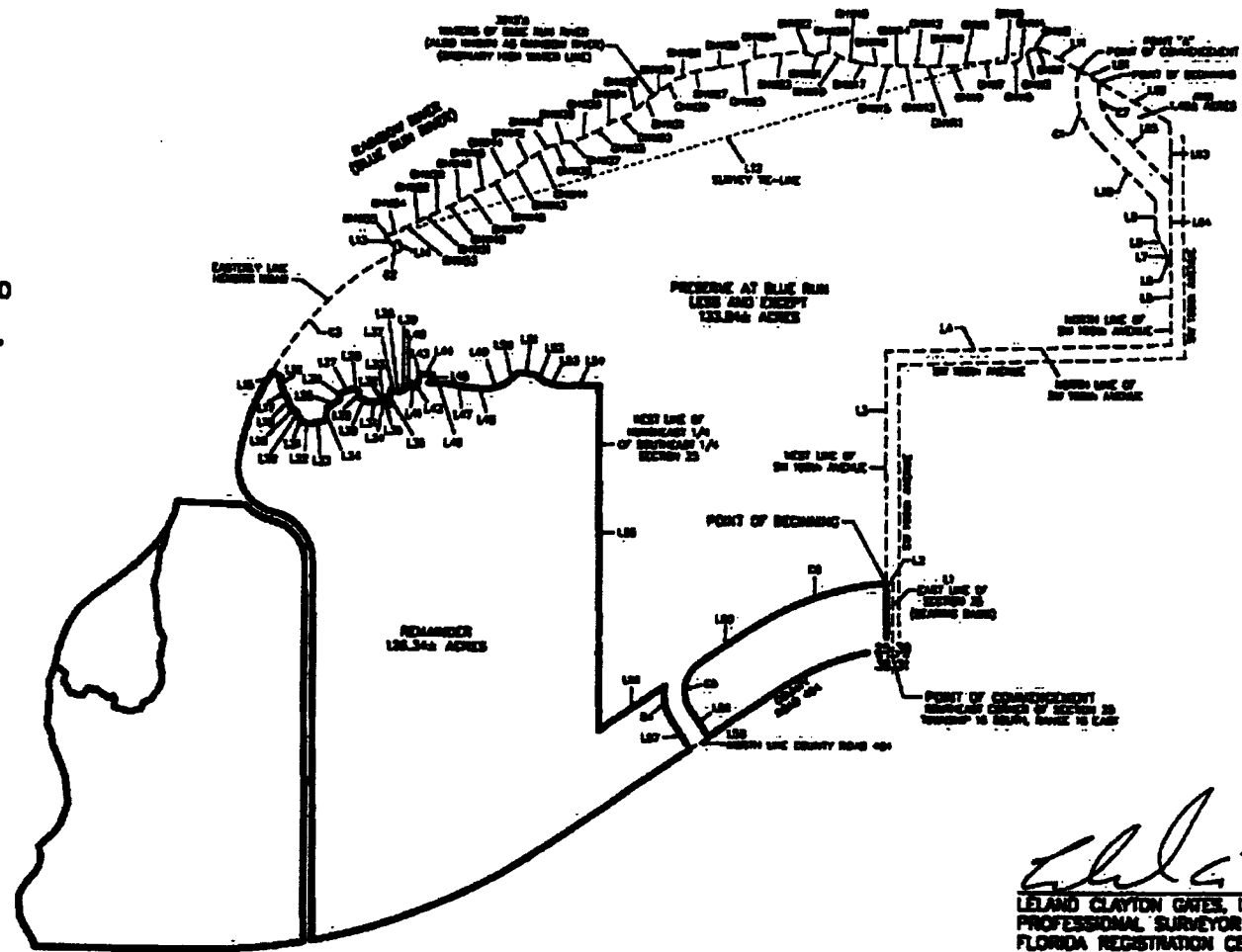
RESIDENTIAL LOT SUMMARY			
Lot Type	# of Lots	% of Total	Total Area
Reserve Lots	25	1.7%	1,400 sq. ft.
1 1/2-Acre Lots	26	1.7%	1,400 sq. ft.
2 1/2-Acre Lots	28	1.7%	1,400 sq. ft.
Village Lots	40	2.7%	1,400 sq. ft.
Estate Lots	24	1.6%	1,400 sq. ft.
River Cove Lots	22	1.5%	1,400 sq. ft.
Townhome Units	22	1.5%	1,400 sq. ft.
TOTAL RESIDENTIAL LOTS / LOTS	213	1.4%	1,400 sq. ft.

SITE DATA	
TOTAL SITE AREA	207,000 sq. ft.
TOTAL RESIDENTIAL LOTS	213 LOTS
LOT DENSITY	1.07 LOTS/ACRE
RESIDENTIAL DEVELOPMENT FEE	\$24,000
LANDSCAPE / ACTIVE RECREATION SITE	3.4 Acres
CLUBHOUSE / RECREATION SITE	1.2 Acres
COMMERCIAL DEVELOPMENT SITE	1.2 Acres
TOWNHOME UNITS	22 UNITS

SHEET 15 OF 1

THE PRESERVE AT BLUE RUN
 Durston, Florida
Preliminary Development Plan

Community Land Design
 1400 West 10th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: 954-333-3333



NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 18 EAST AS BEARING $N00^{\circ}25'08''W$.

Leland Clayton Gates, II
LELAND CLAYTON GATES, II (FOR THE FIRM LB 642)
 PROFESSIONAL SURVEYOR AND MAPPER,
 FLORIDA REGISTRATION CERTIFICATE NO. 5710
 DATE SIGNED: SEP 30 2008
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT ACCOMPANYING SHEETS 2,3,4,5 AND 6 OF 6.

RAINBOW RIVER RANCH



18501 MURDOCK CIRCLE,
 SUITE 404
 FORT CHARLOTTE, FLORIDA 33848
 PHONE (841) 625-8818
 FAX (841) 625-3288
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/30/08	20044892	25-18-18	1" = 800'	1 OF 6

DESCRIPTION

PARCEL 1

ALL THAT PART OF THE N.E. 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THAT LIES NORTH OF STATE ROAD 484; AND

PARCEL 2

N.W. 1/4 OF S.W. 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 18 EAST, EXCEPT THE EAST 30 FEET AND THE SOUTH 30 FEET THEREOF; AND

PARCEL 3

EAST 1/2 OF S.E. 1/4, LYING SOUTH AND EAST OF THE RIVER, OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, EXCEPT THE EAST 30 FEET OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 25; AND

PARCEL 4

N.W. 1/4 OF S.E. 1/4, AND N.E. 1/4 OF S.W. 1/4, BOTH SOUTH AND EAST OF BLUE SPRINGS RUN, EXCEPT BEGINNING AT A POINT THAT IS 774.5 FEET SOUTH AND 2312.5 FEET WEST FROM THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, SAID POINT BEING THE POINT OF BEGINNING AND LYING ON THE WEST RIGHT OF WAY LINE OF THE SEABOARD AIR-LINE RAILROAD, THENCE SOUTH 49 DEGREES 56' W. 459 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE SEABOARD AIR LINE RAILROAD, THENCE RUN WEST 223.1 FEET, MORE OR LESS, TO THE WATERS' EDGE OF BLUE RUN, THENCE NORTHEASTERLY WITH THE MEANDERINGS OF THE SAID BLUE RUN TO A POINT THAT IS 37.5 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST 37.5 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST AND IN THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, AND EXCEPT BEGINNING AT A POINT THAT IS 1070.3 FEET SOUTH AND 2864.2 FEET WEST OF THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, SAID POINT BEING A CONCRETE MONUMENT ON THE WEST RIGHT OF WAY LINE OF THE S.A.L.R.R., THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT OF WAY 622.0 FEET TO CONCRETE MONUMENT, THENCE WEST 128.0 FEET, MORE OR LESS, TO THE WATERS OF BLUE RUN, THENCE NORTHERLY ALONG THE WATERS OF BLUE RUN TO A POINT THAT IS 223 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST 223 FEET TO THE POINT OF BEGINNING; AND

PARCEL 5

LOTS 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577 AND 1578, AS PER PLAT OF THE TOWN OF DUNMELLON, MARION COUNTY, FLORIDA, ALL BEING IN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST; AND EXCEPT BEGINNING AT A POINT THAT IS 1070.3 FEET SOUTH AND 2864.2 FEET WEST OF THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, SAID POINT BEING A CONCRETE MONUMENT ON THE WEST RIGHT OF WAY LINE OF THE S.A.L.R.R., THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT OF WAY 622.0 FEET TO CONCRETE MONUMENT, THENCE WEST 128.0 FEET, MORE OR LESS, TO THE WATERS OF BLUE RUN, THENCE NORTHERLY ALONG THE WATERS OF BLUE RUN TO A POINT THAT IS 223 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST 223 FEET TO THE POINT OF BEGINNING; AND EXCEPT COMMENCE AT A POINT THAT IS 1070.3 FEET SOUTH AND 2864.2 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, SAID POINT BEING A CONCRETE MONUMENT ON THE WEST RIGHT OF WAY LINE OF THE S.A.L.R.R.; THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT OF WAY 622.0 FEET TO THE POINT OF BEGINNING, THENCE S.70°19'03"E. A DISTANCE OF 190.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MEMORX ROAD, (BEING A 40 FOOT RIGHT OF WAY), SAID POINT BEING ON A 1432.39 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING AND DISTANCE OF S.17°01'16"W. 133.03 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°19'23", A DISTANCE OF 133.08 FEET TO THE POINT OF TANGENCY; THENCE S.14°21'34"W. A DISTANCE OF 16.45 FEET TO THE POINT OF CURVATURE OF A 245.07 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, HAVING A CHORD BEARING AND DISTANCE OF S.14°57'12"E. 239.96 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'32", A DISTANCE OF 250.78 FEET; THENCE DEPARTING SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, N.87°58'03"W. A DISTANCE OF 397.31 FEET, MORE OR LESS, TO THE WATERS OF BLUE RUN; THENCE NORTHEASTERLY ALONG SAID WATERS' EDGE TO A POINT THAT BEARS N.88°28'06"W. FROM THE POINT OF BEGINNING; THENCE S.88°28'06"E. A DISTANCE OF 228.73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND

PARCEL 6

LOTS 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550 AND 1551 AND THAT PART OF LOTS 1527, 1533, 1552, LYING NORTH OF PENNSYLVANIA AVENUE, AS PER PLAT OF THE TOWN OF DUNMELLON, MARION COUNTY, FLORIDA, ALL BEING IN SECTION 36, TOWNSHIP 16 SOUTH, RANGE 18 EAST; AND

PARCEL 7

TOGETHER WITH THOSE CERTAIN LANDS CONVEYED TO C.M. CUBBAGE BY SEABOARD COAST LINE RAILROAD COMPANY BY DEED DATED FEBRUARY 1, 1972, AND RECORDED FEBRUARY 28, 1972 IN OFFICIAL RECORDS BOOK 499, PAGE 791, PUBLIC RECORDS OF MARION COUNTY, BEING THE FOLLOWING DESCRIBED LANDS: A STRIP OF LAND 100 FEET WIDE, I.E., 50 FEET WIDE ON EACH SIDE OF THE CENTER LINE OF SCL RR'S MAIN TRACK AS FORMERLY LOCATED EXTENDING FROM THE NORTHERLY LINE OF PENNSYLVANIA AVENUE (STATE ROAD 484) IN A NORTHEASTERLY DIRECTION 6,370 FEET, MORE OR LESS, TO THE WESTERN END OF A PARCEL OF LAND CONVEYED BY SCL RR TO THE CANAL AUTHORITY OF THE STATE OF FLORIDA BY DEED DATED OCTOBER 7, 1970, SAVING AND EXCEPTING, HOWEVER THE NORTHWESTERNMOST 50 FEET OF SAID STRIP OF LAND OVER AND ACROSS THE NORTH 365 FEET, MORE OR LESS, OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, THE SOUTHEASTERN CORNER OF THE N.E. 1/4 OF THE S.W. 1/4, SAID SECTION 25, AND THE SOUTHERNMOST 440 FEET, MORE OR LESS, OF THE N.W. 1/4 OF THE S.E. 1/4, SAID SECTION 25; ALSO A STRIP OF LAND 100 FEET WIDE, I.E., 50 FEET WIDE ON EACH SIDE OF THE CENTER LINE OF SCL RR'S DEPOT SPUR AS FORMERLY LOCATED EXTENDING SOUTHWESTERLY FROM THE WESTERLY LINE OF LAND ABOVE DESCRIBED FOR A DISTANCE OF 710 FEET, MORE OR LESS, TO THE EASTERLY BANK OF BLUE RUN; ALSO, A STRIP OF LAND 80 FEET IN WIDTH SITUATED WEST OF AND ADJOINING THE RIGHT OF WAY FIRST ABOVE DESCRIBED AND EXTENDING IN A SOUTHERLY DIRECTION OF THE DEPOT SPUR SECOND ABOVE DESCRIBED 690 FEET, MORE OR LESS, TO PENNSYLVANIA AVENUE.

LESS AND EXCEPT THAT PORTION DESCRIBED AS PARCEL NO. 3, COMPONENT NO. 1; COMPONENT NO. 2; COMPONENT NO. 3 AS CONTAINED IN FINAL JUDGEMENT IN CONDEMNATION, RECORDED IN CIVIL RECORDS BOOK 16, PAGES 400 THRU 405, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AS SHOWN AS EXHIBIT "B" ATTACHED HERETO.

ALSO LESS AND EXCEPT A ROAD RIGHT-OF-WAY OVER AND ACROSS A TRACT OF LAND 40 FEET WIDE AND BEING 20.00 FEET ON EACH SIDE OF THE CENTERLINE MORE FULLY DESCRIBED AS FOLLOWS:

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 3, 4, 5 AND 6 OF 6.



18501 MURDOCK CIRCLE,
SUITE 404
PORT CHARLOTTE, FLORIDA 33848
PHONE (841) 625-8919
FAX (841) 625-3289
E.B. #642 & L.B. #642

DESCRIPTION TO ACCOMPANY SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/18/00	2004-0002	75-16-18	1/2" = 100'	3 OF 6

SA 2004-00002 2004-08-27 2004-08-27 (date) 4 dep description sketch.dwg (sheet) 4 of 6

DESCRIPTION (CONTINUED)

(AS FURNISHED)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, THENCE S.89°35'17"W. ALONG THE NORTH BOUNDARY OF SAID SECTION 36, A DISTANCE OF 2841.43 FEET; THENCE DEPARTING FROM SAID NORTH BOUNDARY S.0729'33"E. 1418.15 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED, SAID POINT LYING ON THE CENTERLINE OF S.R. 484 (66 FEET WIDE); THENCE N.0°29'33"W. 1733.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF N.39°31'54"W. 251.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.07 FEET THENCE NORTHWESTERLY AND NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF N.32°08'21"W. 326.33 FEET TO THE POINT OF TANGENCY; THENCE N.14°21'34"E. 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1412.39 FEET, SAID POINT LYING S.75°37'37"E. 30.00 FEET FROM THE CENTERLINE OF ABANDONED SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE AND PARALLEL TO SAID CENTERLINE OF RAILROAD A CHORD BEARING AND DISTANCE OF N.36°54'10"E. 1172.75 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE, EXCEPT THAT PORTION LYING WITHIN THE RIGHT-OF-WAY OF AFORESAID S.R. 484.

(AS SURVEYED)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, THENCE S.89°35'17"W. ALONG THE NORTH BOUNDARY OF SAID SECTION 36, A DISTANCE OF 2841.43 FEET; THENCE DEPARTING FROM SAID NORTH BOUNDARY S.0729'33"E. 1318.15 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED, SAID POINT LYING ON THE CENTERLINE OF S.R. 484 (66 FEET WIDE); THENCE N.0°29'33"W. 1733.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF N.39°31'54"W. 251.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.07 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF N.32°08'21"W. 326.33 FEET TO THE POINT OF TANGENCY; THENCE N.14°21'34"E. 18.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1412.39 FEET, SAID POINT LYING S.75°37'37"E. 20.00 FEET FROM THE CENTERLINE OF ABANDONED SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE AND PARALLEL TO SAID CENTERLINE OF RAILROAD A CHORD BEARING AND DISTANCE OF N.36°54'10"E. 1172.75 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE, EXCEPT THAT PORTION LYING WITHIN THE RIGHT-OF-WAY OF AFORESAID S.R. 484.

AND

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE N.00°17'42"W. FOR 580.03 FEET; THENCE S.89°42'18"W. FOR 3,292.19 FEET TO A POINT ON THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING 29 CALLS; THENCE S.10°32'29"W. FOR 58.67 FEET; THENCE S.24°27'28"W. FOR 48.87 FEET; THENCE S.07°40'10"W. FOR 84.31 FEET; THENCE S.15°37'23"W. FOR 64.07 FEET; THENCE S.15°11'08"E. FOR 51.34 FEET; THENCE S.01°56'24"E. FOR 72.80 FEET; THENCE S.08°05'04"E. FOR 72.49 FEET; THENCE S.28°03'27"E. FOR 48.37 FEET; THENCE S.08°38'11"W. FOR 60.30 FEET; THENCE S.11°58'52"W. FOR 45.19 FEET; THENCE S.19°00'23"E. FOR 58.78 FEET; THENCE S.01°58'09"W. FOR 11.27 FEET; THENCE S.04°48'57"W. FOR 30.00 FEET; THENCE S.21°00'07"W. FOR 27.45 FEET; THENCE S.36°28'53"W. FOR 61.54 FEET; THENCE S.01°19'28"W. FOR 38.79 FEET; THENCE S.22°44'32"W. FOR 33.11 FEET; THENCE S.78°57'53"W. FOR 51.83 FEET; THENCE N.73°00'39"W. FOR 68.83 FEET; THENCE N.08°48'17"W. FOR 61.42 FEET; THENCE S.77°27'04"W. FOR 28.08 FEET; THENCE N.97°05'20"W. FOR 54.88 FEET; THENCE N.78°40'58"W. FOR 38.82 FEET; THENCE S.40°22'55"W. FOR 41.80 FEET; THENCE N.80°17'54"W. FOR 50.83 FEET; THENCE N.32°36'18"W. FOR 58.03 FEET; THENCE N.08°30'18"E. FOR 38.83 FEET; THENCE N.43°37'16"W. FOR 28.91 FEET; THENCE N.82°44'37"W. FOR 30.83 FEET TO THENCE N.10°23'58"E. LEAVING SAID ORDINARY HIGH WATER LINE; FOR 81.72 FEET; THENCE N.18°51'30"E. FOR 108.94 FEET; THENCE N.32°59'16"E. FOR 82.68 FEET; THENCE N.48°18'58"E. FOR 83.55 FEET; THENCE N.53°22'43"E. FOR 97.88 FEET; THENCE N.51°23'21"E. FOR 147.59 FEET; THENCE N.46°15'58"E. FOR 105.43 FEET; THENCE N.37°12'24"E. FOR 83.30 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE RUN N.00°26'45"W. ALONG THE EAST LINE OF SAID SECTION 25 FOR 325.24 FEET; THENCE RUN S.89°33'15"W. FOR 30.00 FEET TO A POINT ON THE WEST LINE OF S.W. 190th AVENUE ALSO BEING THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE N.00°26'45"W. ALONG SAID WEST LINE, FOR 1,018.80 FEET TO THE NORTH LINE OF SW 190th AVENUE; THENCE N.88°32'22"E. ALONG SAID NORTH LINE, FOR 1,293.24 FEET TO THE WEST LINE OF SW 190th AVENUE; THENCE N.00°30'01"W. ALONG SAID WEST LINE, FOR 378.79 FEET; THENCE S.89°52'27"W. FOR 20.30 FEET; THENCE N.00°07'33"W. FOR 30.00 FEET; THENCE N.26°41'27"W. FOR 111.80 FEET; THENCE N.00°07'33"W. FOR 134.95 FEET; THENCE N.45°07'32"W. FOR 388.57 FEET TO A POINT OF CURVATURE, CONCAVE EAST, HAVING A RADIUS OF 338.48 FEET AND A CENTRAL ANGLE OF 59°32'34"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, FOR 348.71 FEET TO POINT "A"; THENCE N.59°57'20"W. FOR 208.55 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER (ALSO KNOWN AS RAINBOW RIVER); THENCE SOUTHWESTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 3,215 FEET MORE OR LESS THROUGH A SURVEY TIE LINE OF S.75°37'30"W. FOR 3,088.38 FEET; THENCE S.37°31'07"E. LEAVING THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER, FOR 46.71 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.28°00'01"E. A RADIAL DISTANCE OF 1,432.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°25'08", FOR 33.48 FEET; THENCE S.26°34'52"E. FOR 40.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.26°34'52"E. A RADIAL DISTANCE OF 1,392.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°26'32", FOR 812.84 FEET; THENCE S.80°01'44"E. FOR 41.21 FEET; THENCE S.09°17'41"E. FOR 83.15 FEET; THENCE S.36°33'39"E. FOR 28.87 FEET; THENCE S.22°30'00"E. FOR 56.38 FEET; THENCE S.58°46'18"E. FOR 27.58 FEET; THENCE S.30°12'56"E. FOR 22.85 FEET; THENCE S.31°45'36"E. FOR 35.64 FEET; THENCE S.81°51'29"E. FOR 38.89 FEET; THENCE N.78°07'01"E. FOR 89.39 FEET; THENCE N.08°43'07"E. FOR 52.60 FEET; THENCE N.58°41'05"E. FOR 87.57 FEET; THENCE N.22°54'13"E. FOR 34.91 FEET; THENCE N.70°24'24"E. FOR 85.22 FEET; THENCE S.81°15'23"E. FOR 28.89 FEET; THENCE S.02°03'06"E. FOR 25.12 FEET; THENCE S.85°40'20"E. FOR 80.11 FEET; THENCE N.82°07'08"E. FOR 47.88 FEET; THENCE N.23°12'36"E. FOR 18.89 FEET; THENCE S.83°46'07"E. FOR 7.19 FEET; THENCE S.08°57'58"E. FOR 42.34 FEET; THENCE N.78°54'49"E. FOR 20.08 FEET; THENCE N.04°40'15"E. FOR 64.99 FEET; THENCE S.78°43'57"E. FOR 23.08 FEET; THENCE S.88°48'32"E. FOR 23.78 FEET; THENCE N.55°42'29"E. FOR 22.41 FEET; THENCE N.48°01'17"E. FOR 40.31 FEET; THENCE S.18°24'37"E. FOR 24.74 FEET; THENCE N.38°08'55"E. FOR 37.71 FEET; THENCE N.14°38'00"E. FOR 34.47 FEET; THENCE S.88°15'00"E. FOR 55.81 FEET; THENCE S.33°28'08"W. FOR 41.12 FEET; THENCE S.88°57'18"E. FOR 81.83 FEET; THENCE S.80°44'34"E. FOR 108.00 FEET; THENCE S.85°40'15"E. FOR 73.86 FEET; THENCE N.73°48'28"E. FOR 73.58 FEET; THENCE N.52°09'03"E. FOR 88.93 FEET; THENCE S.83°44'04"E. FOR 71.94 FEET; THENCE S.55°42'51"E. FOR 60.41 FEET; THENCE S.77°58'42"E. FOR 80.88 FEET; THENCE N.89°39'35"E. FOR 183.22 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE S.00°20'29"E. FOR 1,535.86 FEET; THENCE N.55°52'29"E. FOR 383.09 FEET TO THE POINT OF CURVATURE, CONCAVE EAST, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 45°35'05"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR 187.08 FEET; THENCE S.34°07'31"E. FOR 150.00 FEET TO THE NORTH LINE OF COUNTY ROAD 484; THENCE N.55°52'29"E. ALONG SAID NORTH LINE, FOR 100.00 FEET; THENCE N.34°07'31"W. FOR 150.00 FEET TO A POINT OF CURVATURE, CONCAVE EAST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, FOR 235.82 FEET; THENCE N.55°52'29"E. FOR 268.44 FEET TO A POINT OF CURVATURE, CONCAVE SOUTH, HAVING A RADIUS OF 1,287.93 FEET AND A CENTRAL ANGLE OF 28°33'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, FOR 884.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 133.84 ACRES, MORE OR LESS. CONTINUED SHEET 4 OF 8.

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 2, 4, 5 AND 8 OF 8.



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DESCRIPTION TO ACCOMPANY SKETCH

Table with 5 columns: DATE, PROJECT NO., FILE NO., SCALE, SHEET. Values: 08/17/08, 00044807, 94-18-18, 1/4" = 1' = 1" = 1", 3 OF 8

5/1/2004 0000/2004-0922/2004-0922 revised 4 dep description sketching (Mean) ddb Aug 27, 2007 - 3:43pm

DESCRIPTION (CONTINUED)

AND COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE S59°37'20"E FOR 105.62 FEET TO THE POINT OF BEGINNING; THENCE S39°37'20"E FOR 374.18 FEET TO THE WEST LINE OF SW 1901H AVENUE; THENCE S00°30'01"E ALONG SAID WEST LINE FOR 268.70 FEET; THENCE N45°07'32"W FOR 384.99 FEET TO THE POINT OF CURVATURE, CONCAVE EAST, HAVING A RADIUS OF 238.48 FEET AND A CENTRAL ANGLE OF 52°38'26"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, FOR 217.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.48 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD, IF ANY.

CONTAINING 126.34 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	58°37'54"	338.48'	348.71'	N18°21'05"W	334.18'
C2	1°25'08"	1432.38'	35.48'	S82°47'35"W	35.48'
C3	33°28'32"	1382.38'	812.84'	S48°41'42"W	801.35'
C4	49°35'05"	210.00'	182.08'	S11°18'38"E	182.70'
C5	80°00'00"	150.00'	235.82'	S10°32'29"W	212.13'
C6	29°33'20"	1267.83'	684.37'	S70°31'09"W	657.63'
C7	32°38'28"	238.48'	217.27'	N18°48'18"W	209.20'

LINE TABLE		
LINE	LENGTH	BEARING
L1	329.24	N00°28'08"W
L2	30.00	S88°33'32"W
L3	1018.80	N00°28'48"W
L4	1285.24	N88°32'22"E
L5	378.79	N00°30'01"W
L6	20.38	S89°32'27"W
L7	30.00	N00°07'38"W
L8	111.80	N38°41'27"W
L9	134.99	N00°07'33"W
L10	368.57	N45°07'32"W
L11	208.55	N59°37'20"W
L12	3085.38	S73°37'30"W
L13	48.71	S37°31'07"E
L14	40.00	S28°24'32"E
L15	41.21	S80°01'44"E
L16	83.18	S09°17'41"E
L17	28.87	S38°33'30"E
L18	58.38	S22°30'00"E
L19	27.58	S39°48'18"E
L20	22.85	S30°12'35"E
L21	35.84	S31°45'38"E
L22	38.89	S81°31'28"E
L23	60.39	N79°07'01"E
L24	52.60	N88°33'07"E
L25	67.57	N58°41'09"E
L26	34.81	N22°24'13"E
L27	55.22	N70°24'24"E
L28	28.89	S81°13'23"E
L29	23.12	S02°03'08"E
L30	30.11	S63°48'20"E
L31	47.55	N82°07'08"E
L32	18.99	N23°12'38"E
L33	7.19	S83°48'07"E

LINE TABLE		
LINE	LENGTH	BEARING
L34	42.34	S09°37'58"E
L35	20.00	N79°34'48"E
L36	64.89	N04°40'15"E
L37	23.09	S78°43'37"E
L38	23.79	S89°48'32"E
L39	22.41	N59°12'28"E
L40	40.31	N48°01'17"E
L41	24.74	S18°24'37"E
L42	37.71	N38°08'35"E
L43	34.47	N14°38'00"E
L44	85.51	S89°19'00"E
L45	41.12	S23°28'08"W
L46	81.85	S88°57'18"E
L47	108.00	S80°44'34"E
L48	73.88	S85°40'18"E
L49	73.89	N73°48'28"E
L50	88.83	N52°09'03"E
L51	71.84	S83°44'01"E
L52	80.41	S39°42'31"E
L53	80.86	S77°38'42"E
L54	183.22	N88°38'38"E
L55	153.88	S00°20'25"E
L56	383.09	N59°32'28"E
L57	150.00	S34°07'31"E
L58	100.00	N55°32'28"E
L59	150.00	N34°07'31"W
L60	288.44	N55°32'28"E
L61	105.82	S95°57'20"E
L62	374.18	S91°37'20"E
L63	288.70	S00°30'01"E
L64	338.90	N00°30'01"W
L65	384.99	N45°07'32"W

ORDINARY HIGH WATER LINE		
LINE	LENGTH	BEARING
OH1	10.15	S38°48'30"W
OH2	27.88	S70°48'17"W
OH3	44.44	S44°51'30"W
OH4	32.83	S80°21'33"W
OH5	23.50	S73°08'33"W
OH6	58.89	S88°28'25"W
OH7	122.00	S88°30'18"W
OH8	74.12	S78°23'13"W
OH9	58.30	S83°31'35"W
OH10	85.88	S88°42'22"W
OH11	48.85	S88°13'48"W
OH12	51.81	N88°30'08"W
OH13	44.10	S88°33'01"W
OH14	41.53	S87°37'20"W
OH15	43.40	S88°28'34"W
OH16	58.48	N81°45'33"W
OH17	84.38	N83°16'38"W
OH18	53.88	N81°18'02"W
OH19	54.85	N88°25'07"W
OH20	48.52	N87°46'32"W
OH21	53.54	S72°38'37"W
OH22	48.98	N88°14'23"W
OH23	180.22	S81°31'33"W
OH24	58.25	S87°37'15"W
OH25	97.58	S88°38'34"W
OH26	188.05	S80°18'33"W
OH27	51.75	S73°45'21"W
OH28	78.33	S85°19'30"W

ORDINARY HIGH WATER LINE		
LINE	LENGTH	BEARING
OH29	80.88	S30°30'32"W
OH30	58.70	S58°37'20"W
OH31	77.79	S48°25'13"W
OH32	81.63	S48°37'22"W
OH33	78.52	S88°24'48"W
OH34	51.28	S88°08'48"W
OH35	67.83	S88°38'31"W
OH36	75.67	S88°01'34"W
OH37	37.21	S81°28'48"W
OH38	31.55	S74°15'22"W
OH39	40.75	S78°00'08"W
OH40	45.10	S58°40'28"W
OH41	38.87	S57°01'08"W
OH42	77.89	S53°28'37"W
OH43	80.31	S51°42'21"W
OH44	48.38	S53°08'48"W
OH45	62.85	S88°08'47"W
OH46	81.83	S71°28'20"W
OH47	87.14	S82°05'09"W
OH48	48.84	S81°28'18"W
OH49	85.88	S87°15'43"W
OH50	58.97	S83°28'38"W
OH51	45.82	S88°08'30"W
OH52	48.29	S88°38'16"W
OH53	62.08	S84°21'30"W
OH54	38.04	S85°38'40"W
OH55	17.38	S89°14'04"W

E:\2004-0000\2004-1892\2004-1892 - Sketch Desc Site Plan.dwg (sheet 1) cjh May 31, 2007 - 11:58am

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 2, 3, 5 AND 6 OF 8.

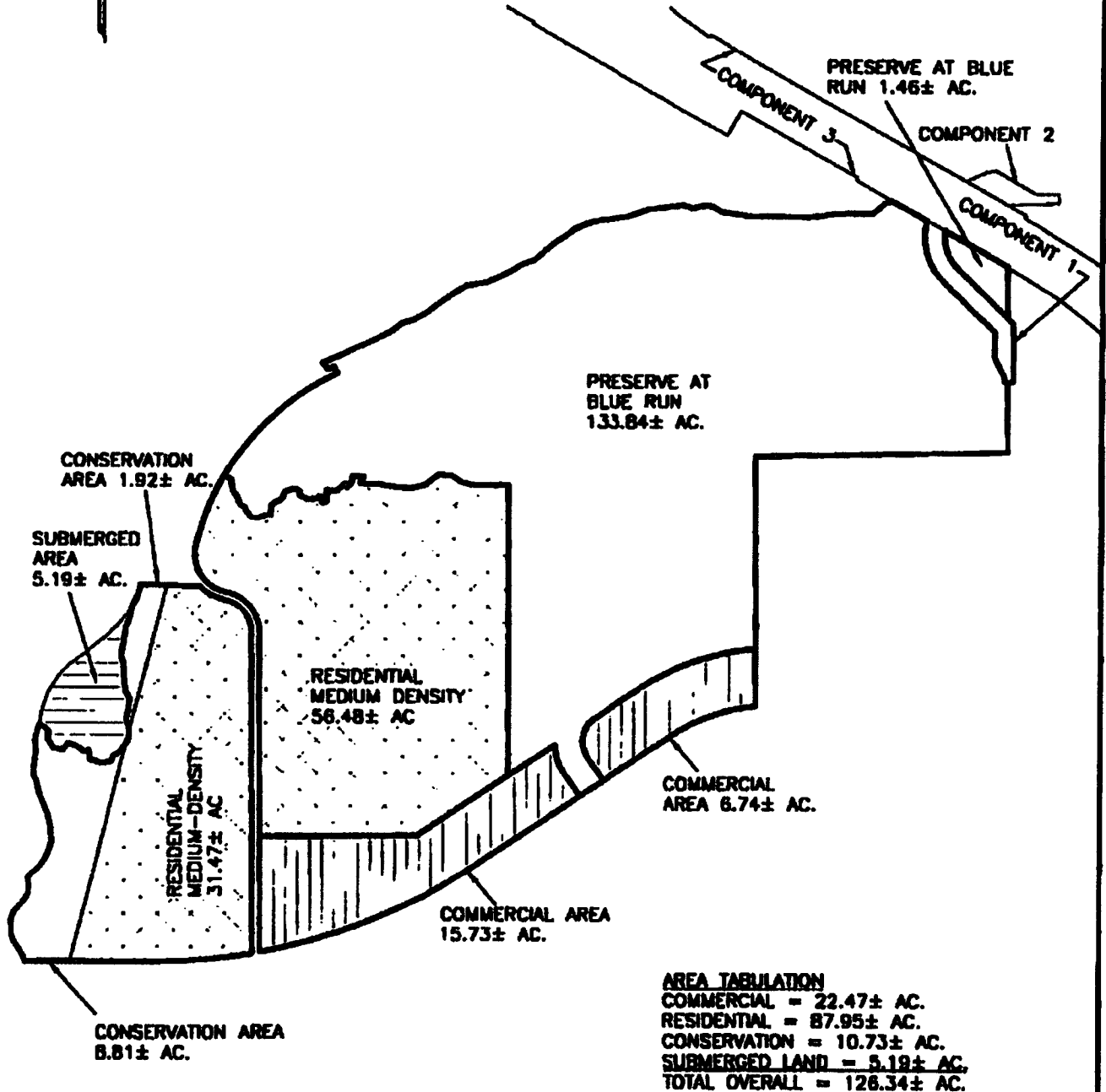
RAINBOW RIVER RANCH



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SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/30/08	2004-1892	25-18-18	N/A	4 OF 8



S:\300-0000\300-4982\300-4982 revised 4 step description sketch.dwg (Newell) dtd Aug 27, 2007 - 3:43pm

NOT VALID WITHOUT ACCOMPANYING SHEETS 1,2,3,4 AND 6 OF 8.

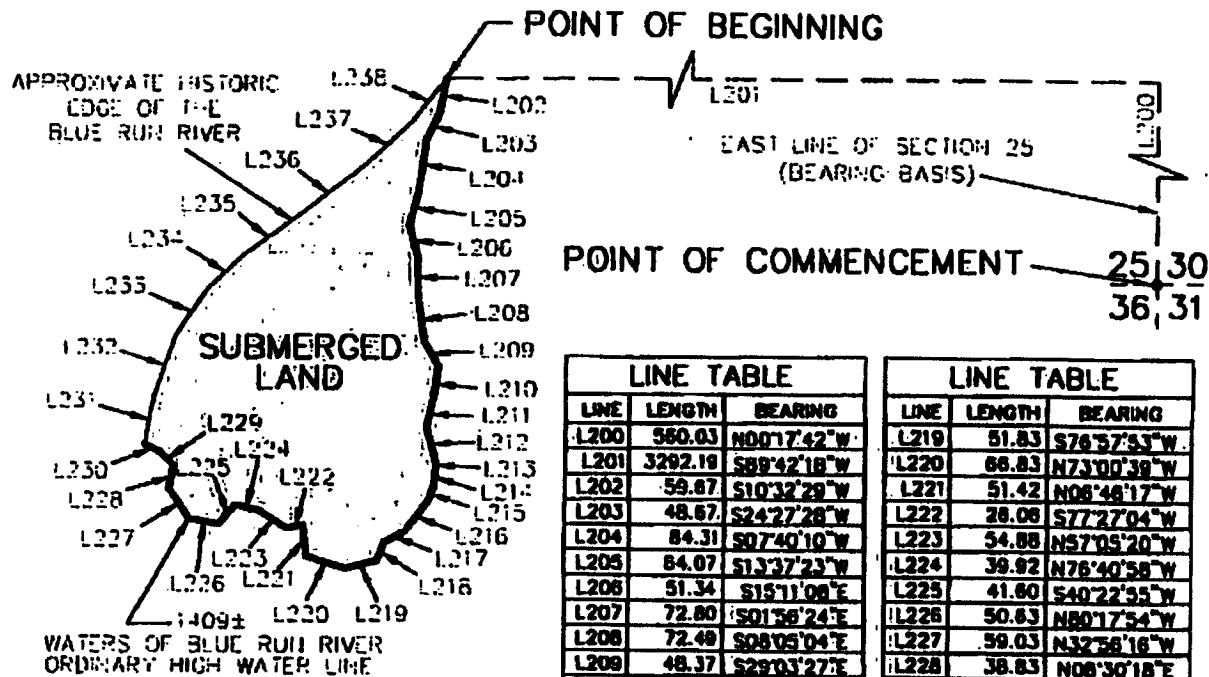
AC=DENOTES ACRES

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SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L200	560.03	N00°17'42"W
L201	3292.19	S89°42'18"W
L202	59.87	S10°32'29"W
L203	48.67	S24°27'28"W
L204	84.31	S07°40'10"W
L205	84.07	S13°37'23"W
L206	51.34	S15°11'08"E
L207	72.80	S01°56'24"E
L208	72.49	S08°05'04"E
L209	48.37	S29°03'27"E
L210	60.30	S08°39'11"W
L211	45.19	S11°56'52"W
L212	58.76	S15°00'23"E
L213	11.27	S01°59'09"W
L214	30.00	S04°49'57"W
L215	27.45	S21°00'07"W
L216	61.54	S36°28'53"W
L217	38.79	S61°19'26"W
L218	33.11	S22°44'32"W

LINE TABLE		
LINE	LENGTH	BEARING
L219	51.83	S76°57'53"W
L220	66.83	N73°00'39"W
L221	51.42	N06°46'17"W
L222	26.06	S77°27'04"W
L223	54.88	N57°05'20"W
L224	39.92	N76°40'58"W
L225	41.60	S40°22'55"W
L226	50.63	N80°17'54"W
L227	59.03	N32°56'16"W
L228	38.83	N08°30'18"E
L229	28.91	N43°37'16"W
L230	30.93	N62°44'37"W
L231	61.72	N10°23'36"E
L232	109.94	N18°51'30"E
L233	92.69	N32°59'16"E
L234	83.55	N46°18'59"E
L235	97.66	N53°22'43"E
L236	147.59	N51°23'21"E
L237	105.43	N46°15'58"E
L238	95.30	N37°12'24"E

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE N.00°17'42"W., FOR 560.03 FEET; THENCE S.89°42'18"W., FOR 3,292.19 FEET TO A POINT ON THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING 29 CALLS; THENCE S.10°32'29"W., FOR 59.87 FEET; THENCE S.24°27'28"W., FOR 48.67 FEET; THENCE S.07°40'10"W., FOR 84.31 FEET; THENCE S.13°37'23"W., FOR 84.07 FEET; THENCE S.15°11'08"E., FOR 51.34 FEET; THENCE S.01°56'24"E., FOR 72.80 FEET; THENCE S.08°05'04"E., FOR 72.49 FEET; THENCE S.29°03'27"E., FOR 48.37 FEET; THENCE S.08°39'11"W., FOR 60.30 FEET; THENCE S.11°56'52"W., FOR 45.19 FEET; THENCE S.15°00'23"E., FOR 58.76 FEET; THENCE S.01°59'09"W., FOR 11.27 FEET; THENCE S.04°49'57"W., FOR 30.00 FEET; THENCE S.21°00'07"W., FOR 27.45 FEET; THENCE S.36°28'53"W., FOR 61.54 FEET; THENCE S.61°19'26"W., FOR 38.79 FEET; THENCE S.22°44'32"W., FOR 33.11 FEET; THENCE S.76°57'53"W., FOR 51.83 FEET; THENCE N.73°00'39"W., FOR 66.83 FEET; THENCE N.06°46'17"W., FOR 51.42 FEET; THENCE S.77°27'04"W., FOR 26.06 FEET; THENCE N.57°05'20"W., FOR 54.88 FEET; THENCE N.76°40'58"W., FOR 39.92 FEET; THENCE S.40°22'55"W., FOR 41.60 FEET; THENCE N.80°17'54"W., FOR 50.63 FEET; THENCE N.32°56'16"W., FOR 59.03 FEET; THENCE N.08°30'18"E., FOR 38.83 FEET; THENCE N.43°37'16"W., FOR 28.91 FEET; THENCE N.62°44'37"W., FOR 30.93 FEET TO THE APPROXIMATE HISTORIC EDGE OF THE BLUE RUN RIVER; THENCE N.10°23'56"E. ALONG SAID HISTORIC EDGE FOR 81.72 FEET; THENCE N.18°51'30"E., FOR 109.94 FEET; THENCE N.32°59'16"E., FOR 92.69 FEET; THENCE N.46°18'59"E., FOR 83.55 FEET; THENCE N.53°22'43"E., FOR 97.66 FEET; THENCE N.51°23'21"E., FOR 147.59 FEET; THENCE N.46°15'58"E., FOR 105.43 FEET; THENCE N.37°12'24"E., FOR 95.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.19 ACRES, MORE OR LESS.

NOT VALID WITHOUT ACCOMPANYING SHEETS 1,2,3,4 AND 5 OF 6.

SA 2004-00007, 2004-4882, 2004-4882 revised 4 dep description sketch.dwg (Mason) eds Aug 27, 2007 - 3:43pm



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SUBMERGED LAND EXHIBIT				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET

SECTION 11.00 - CONSTRUCTION OF THE PROJECT

11.01 - PRELIMINARY WORK

11.02 - EXISTING UTILITIES

11.03 - EROSION CONTROL

11.04 - SITE PREPARATION

11.05 - CONSTRUCTION OF THE PROJECT

11.06 - FINISH WORK

11.07 - MAINTENANCE

11.08 - DEMOLITION

11.09 - UTILITIES

11.10 - EROSION CONTROL

11.11 - SITE PREPARATION

11.12 - CONSTRUCTION OF THE PROJECT

11.13 - FINISH WORK

11.14 - MAINTENANCE

11.15 - DEMOLITION

11.16 - UTILITIES

11.17 - EROSION CONTROL

11.18 - SITE PREPARATION

11.19 - CONSTRUCTION OF THE PROJECT

11.20 - FINISH WORK

11.21 - MAINTENANCE

11.22 - DEMOLITION

11.23 - UTILITIES

11.24 - EROSION CONTROL

11.25 - SITE PREPARATION

11.26 - CONSTRUCTION OF THE PROJECT

11.27 - FINISH WORK

11.28 - MAINTENANCE

11.29 - DEMOLITION

11.30 - UTILITIES

11.31 - EROSION CONTROL

11.32 - SITE PREPARATION

11.33 - CONSTRUCTION OF THE PROJECT

11.34 - FINISH WORK

11.35 - MAINTENANCE

11.36 - DEMOLITION

11.37 - UTILITIES

11.38 - EROSION CONTROL

11.39 - SITE PREPARATION

11.40 - CONSTRUCTION OF THE PROJECT

11.41 - FINISH WORK

11.42 - MAINTENANCE

11.43 - DEMOLITION

11.44 - UTILITIES

11.45 - EROSION CONTROL

11.46 - SITE PREPARATION

11.47 - CONSTRUCTION OF THE PROJECT

11.48 - FINISH WORK

11.49 - MAINTENANCE

11.50 - DEMOLITION

11.51 - UTILITIES

11.52 - EROSION CONTROL

11.53 - SITE PREPARATION

11.54 - CONSTRUCTION OF THE PROJECT

11.55 - FINISH WORK

11.56 - MAINTENANCE

11.57 - DEMOLITION

11.58 - UTILITIES

11.59 - EROSION CONTROL

11.60 - SITE PREPARATION

11.61 - CONSTRUCTION OF THE PROJECT

11.62 - FINISH WORK

11.63 - MAINTENANCE

11.64 - DEMOLITION

11.65 - UTILITIES

11.66 - EROSION CONTROL

11.67 - SITE PREPARATION

11.68 - CONSTRUCTION OF THE PROJECT

11.69 - FINISH WORK

11.70 - MAINTENANCE

11.71 - DEMOLITION

11.72 - UTILITIES

11.73 - EROSION CONTROL

11.74 - SITE PREPARATION

11.75 - CONSTRUCTION OF THE PROJECT

11.76 - FINISH WORK

11.77 - MAINTENANCE

11.78 - DEMOLITION

11.79 - UTILITIES

11.80 - EROSION CONTROL

11.81 - SITE PREPARATION

11.82 - CONSTRUCTION OF THE PROJECT

11.83 - FINISH WORK

11.84 - MAINTENANCE

11.85 - DEMOLITION

11.86 - UTILITIES

11.87 - EROSION CONTROL

11.88 - SITE PREPARATION

11.89 - CONSTRUCTION OF THE PROJECT

11.90 - FINISH WORK

11.91 - MAINTENANCE

11.92 - DEMOLITION

11.93 - UTILITIES

11.94 - EROSION CONTROL

11.95 - SITE PREPARATION

11.96 - CONSTRUCTION OF THE PROJECT

11.97 - FINISH WORK

11.98 - MAINTENANCE

11.99 - DEMOLITION

12.00 - UTILITIES

CONSTRUCTION OF THE PROJECT

11.01 - PRELIMINARY WORK

11.02 - EXISTING UTILITIES

11.03 - EROSION CONTROL

11.04 - SITE PREPARATION

11.05 - CONSTRUCTION OF THE PROJECT

11.06 - FINISH WORK

11.07 - MAINTENANCE

11.08 - DEMOLITION

11.09 - UTILITIES

11.10 - EROSION CONTROL

11.11 - SITE PREPARATION

11.12 - CONSTRUCTION OF THE PROJECT

11.13 - FINISH WORK

11.14 - MAINTENANCE

11.15 - DEMOLITION

11.16 - UTILITIES

11.17 - EROSION CONTROL

11.18 - SITE PREPARATION

11.19 - CONSTRUCTION OF THE PROJECT

11.20 - FINISH WORK

11.21 - MAINTENANCE

11.22 - DEMOLITION

11.23 - UTILITIES

11.24 - EROSION CONTROL

11.25 - SITE PREPARATION

11.26 - CONSTRUCTION OF THE PROJECT

11.27 - FINISH WORK

11.28 - MAINTENANCE

11.29 - DEMOLITION

11.30 - UTILITIES

11.31 - EROSION CONTROL

11.32 - SITE PREPARATION

11.33 - CONSTRUCTION OF THE PROJECT

11.34 - FINISH WORK

11.35 - MAINTENANCE

11.36 - DEMOLITION

11.37 - UTILITIES

11.38 - EROSION CONTROL

11.39 - SITE PREPARATION

11.40 - CONSTRUCTION OF THE PROJECT

11.41 - FINISH WORK

11.42 - MAINTENANCE

11.43 - DEMOLITION

11.44 - UTILITIES

11.45 - EROSION CONTROL

11.46 - SITE PREPARATION

11.47 - CONSTRUCTION OF THE PROJECT

11.48 - FINISH WORK

11.49 - MAINTENANCE

11.50 - DEMOLITION

11.51 - UTILITIES

11.52 - EROSION CONTROL

11.53 - SITE PREPARATION

11.54 - CONSTRUCTION OF THE PROJECT

11.55 - FINISH WORK

11.56 - MAINTENANCE

11.57 - DEMOLITION

11.58 - UTILITIES

11.59 - EROSION CONTROL

11.60 - SITE PREPARATION

11.61 - CONSTRUCTION OF THE PROJECT

11.62 - FINISH WORK

11.63 - MAINTENANCE

11.64 - DEMOLITION

11.65 - UTILITIES

11.66 - EROSION CONTROL

11.67 - SITE PREPARATION

11.68 - CONSTRUCTION OF THE PROJECT

11.69 - FINISH WORK

11.70 - MAINTENANCE

11.71 - DEMOLITION

11.72 - UTILITIES

11.73 - EROSION CONTROL

11.74 - SITE PREPARATION

11.75 - CONSTRUCTION OF THE PROJECT

11.76 - FINISH WORK

11.77 - MAINTENANCE

11.78 - DEMOLITION

11.79 - UTILITIES

11.80 - EROSION CONTROL

11.81 - SITE PREPARATION

11.82 - CONSTRUCTION OF THE PROJECT

11.83 - FINISH WORK

11.84 - MAINTENANCE

11.85 - DEMOLITION

11.86 - UTILITIES

11.87 - EROSION CONTROL

11.88 - SITE PREPARATION

11.89 - CONSTRUCTION OF THE PROJECT

11.90 - FINISH WORK

11.91 - MAINTENANCE

11.92 - DEMOLITION

11.93 - UTILITIES

11.94 - EROSION CONTROL

11.95 - SITE PREPARATION

11.96 - CONSTRUCTION OF THE PROJECT

11.97 - FINISH WORK

11.98 - MAINTENANCE

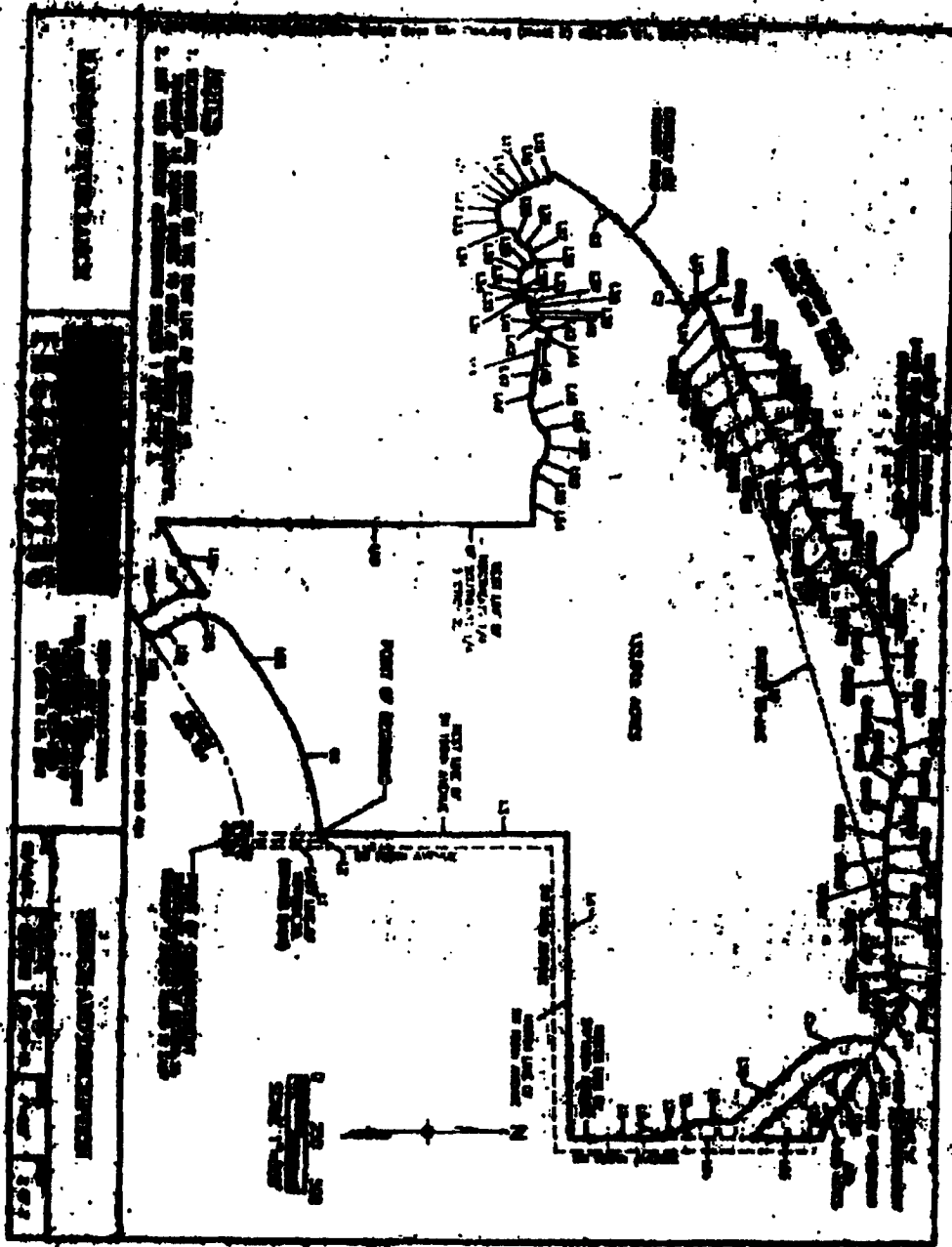
11.99 - DEMOLITION

12.00 - UTILITIES

RABBIT RIVER BANKS	ENGINEERING	SEARCH AND DESCRIPTION	DATE	BY	NO.
			DATE	BY	NO.

[Handwritten Signature]

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**EXHIBIT "C" TO THE SETTLEMENT AGREEMENT
BUFFER AND VEGETATION RESTRICTIONS**

It is the intention of both parties to preserve the tree canopy and the integrity of the shoreline within the 100 foot shoreline buffer along the Rainbow River. It is also clear that the Owner has riparian rights pursuant to the lots created by this Settlement Agreement. Each river lot owner has the right to a dock, access to their dock and the right to an unobstructed view of the water. To that end, the parties have attempted to define and create workable procedures that recognize both the lot owner's lawful riparian rights and the goal of conservation and protection with regard to the Rainbow River shoreline and vegetation. The following procedures and definitions shall apply to the removal and or maintenance of vegetation within the bounds of the property and within the 100 foot shoreline buffer area of all lots in the Preserve at Blue Run development.

1. Definitions:

Administrative Request: A written request by a property owner to the Dunnellon City Manager or his/her staff designee stating that, as the property owner he or she wishes to remove a protected tree or a tree larger than 4" DBH

Buffer area: The 100 foot area landward as measured from the Ordinary High Water Line (OHWL) of any waterfront riparian lot on the property.

Champion tree: Those trees defined by the Florida Department of Agriculture and Consumer Services, Division of Forestry, of the American Forestry Association as being the largest of their species within the State of Florida or within the U.S., and shall include all trees, other than prohibited trees, 36" or more DBH.

Clear cut: The cutting, removal, poison or in any other manner destroy or cause to be destroyed all trees on a lot or property.

Diameter at breast height (DBH): The tree trunk diameter as measured at 54 inches above the natural grade at the base of the tree.

Hat-rack: A severe form of pruning a tree that removes all but the trunk and largest branches often resulting in death to a tree.

Heritage tree: A native tree, 20" or more DBH, except for water oak, laurel oak, sweet gum and loblolly pine, which must be 30" or more DBH to be defined as a Heritage tree.

Property: Is all lands contained as per the legal description attached to this Settlement Agreement as Exhibit "B."

Protected Tree: Any Champion tree and Heritage tree as defined above or cypress tree of any DBH is defined as a protected tree.

Prohibited tree and vegetation means: Invasive exotic vegetation not native to Florida and are those listed by the Department of Environmental Protection agency such as: Australian Pine, Brazilian Pepper, Camphor tree, chinaberry, Chinese tallow, Melaleuca tree and silk oak.

Pruning means: The cutting or removal of any part of the branching structure of a tree in either the crown, trunk or root area.

Tree: Indigenous woody growth with an existing DBH of 4" or greater.

Understory or Underbrush: Plants and woody growth including but not limited to shrubs, seedlings or saplings 4" DBH or smaller.

2. Maintenance and Removal Requirements and Procedures:

The maintenance of understory and underbrush vegetation less than 4" DBH, to allow an owner an unobstructed view of the river and reasonable use of the property, shall not require a removal permit or administrative request.

The removal of prohibited trees and vegetation shall not require a removal permit or administrative request.

The removal of fallen or downed trees caused by storm or other natural causes shall not require a removal permit or administrative request.

The pruning of trees shall not require a removal permit or administrative request. Hat-racking as the method of pruning is prohibited.

The removal of a protected tree is prohibited unless an administrative request to the City Manager is made and can demonstrate that such removal is necessary and required for the construction of a dock or boardwalk associated with the riparian rights of the property.

The removal of any tree greater than 4" DBH shall require an administrative request to the City Manager. The request must demonstrate via a master tree survey, certified by a registered surveyor, that removal of the requested tree (s) would not reduce in total the cumulative DBH of all the trees located on the property to less than 70%. If the master tree survey shows that removal of the requested tree (s) would reduce the cumulative DBH of all tree located on the property to less than 70%, then additional trees will be planted in the buffer until the cumulative DBH rises above 70%. Appropriate mitigation in this circumstance will be handled pursuant to an administrative request of the City Manager. Clear cutting is prohibited. Any subsequent requests for removal of a tree (s) greater than 4" must include a copy of the original master tree survey for the property, demonstrating that from the date of the original master survey related to the first request, that the current request, based on the original master survey would not reduce in total the cumulative DBH of all the trees located on the property to less than 70%.

ORDINANCE NO. 01- 02

AN ORDINANCE AMENDING THE CITY OF DUNNELLON COMPREHENSIVE PLAN, PURSUANT TO SECTION 163.3184(16), FLORIDA STATUTES, IMPLEMENTING THAT CERTAIN PARTIAL STIPULATED SETTLEMENT AGREEMENT BY AMENDING THE FUTURE LAND USE MAP AUTHORIZING A CHANGE OF CERTAIN LANDS DESIGNATED THEREON CONSISTENT WITH SAID AGREEMENT; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1995, as contained in Chapter 153, Part II, Laws of Florida; and

WHEREAS, the City of Dunnellon has prepared a Comprehensive Plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1995; and

WHEREAS, the City of Dunnellon, pursuant to 163.3184, Florida Statutes, adopted an amendment to the Comprehensive Plan in Ordinance No. 96-15 (Item 94-1B, D.C.A. No. 96-1), which said amendment was found to not be in compliance by the State of Florida, Department of Community Affairs, in its Statement of Intent to change the Comprehensive Plan

Amendments not in compliance dated February 19, 1996; and

WHEREAS, the City of Dunnellon and the Department of Community Affairs have entered into a Stipulated Settlement Agreement dated February 13, 2001 pursuant to 163.3184(16), Florida Statutes; and

WHEREAS, the amendments herein are being adopted consistent with and pursuant to said Stipulated Compliance Agreement that is attached hereto as Composite Exhibit "A"; and

WHEREAS, said Stipulated Compliance Agreement provided for remedial amendments which are set forth in Composite Exhibit "B".

NOW, THEREFORE, be it ordained by the City Council of the City of Dunnellon, Florida, that:

Section 1: That the City of Dunnellon, pursuant to the Stipulated Settlement Agreement entered into by and between the City and the Department of Community Affairs proposes to amend the City of Dunnellon Comprehensive Plan consistent therewith.

Section 2: That the City of Dunnellon herein amends its Comprehensive Plan and the future land use map to reflect the land uses set forth in the attached Composite Exhibit "B" that is incorporated herein by reference in its entirety together with that certain Agreement limiting development.

Section 3: Severability. If any portion of this Ordinance shall be

declared unconstitutional or if the applicability of this Ordinance, or any portion thereof, to any person or circumstance shall be held invalid, the validity of the remainder of this Ordinance and the applicability of this Ordinance, or any portion thereof, to other persons or circumstances, shall not be affected thereby. It is the specific intent of the City Council of the City of Dunnellon that the severability as set forth above shall apply to this Ordinance.


Section 4: Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

Section 5: Effective Date. The effective date of the amendment shall be the date that a Final Order is issued by the Department of Community Affairs, or the Administrative Commission finding the amendment to be in compliance and in accordance with Section 163.3184, Florida Statutes, and the Stipulated Compliance Agreement executed by the City, whichever occurs earlier, any developmental orders, developmental permits, or land uses dependent on this amendment may be issued or commenced before it has become effective. If a Final Order of Non-Compliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption by a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Community Affairs, Bureau

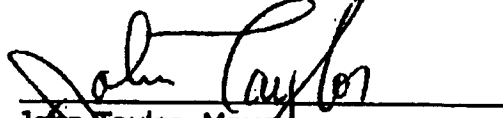
of Local Planning, 2740 Centerview Drive, Tallahassee, Florida 32399-2100.
This Ordinance shall take effect at a adoption hearing pursuant to Section
163.3184(15)(d), Florida Statutes.

Upon motion duly made and carried, the foregoing Ordinance was
approved upon the first and final reading on the 9th day of
April, 2001.

ATTEST:


Dawn M. Bowne, C.M.C.

CITY OF DUNNELLON, FLORIDA


John Taylor, Mayor

Approved as to Form and
Correctness:

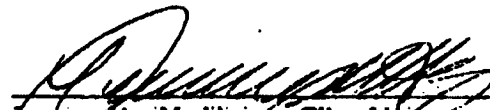

Jeannette M. Haag, City Attorney
Haag, Friedrich & Wilcox, P.A.
452 Pleasant Grove Road
Inverness, Florida 34452
(352) 726-0901

EXHIBIT A

(Statement of Intent for Plan Amendment 96-1)

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

RECEIVED
FEB 21 1997
CITY OF DUNNELLON

City of Dunnellon)
Comprehensive Plan)
Amendment 96-1) Docket No. 96-1 - NOI - 4203 -(A) - (N)
Adopted By)
Ordinance No. 96-15)
On December 16, 1996)

STATEMENT OF INTENT TO FIND A
COMPREHENSIVE PLAN AMENDMENT
NOT IN COMPLIANCE

The Florida Department of Community Affairs hereby issues its Statement of Intent to find Comprehensive Plan Amendment 96-1 of the City of Dunnellon, adopted by Ordinance 96-15 on December 16, 1996, Not In Compliance. The Department finds that the plan amendment is not "in compliance" as defined in Section 163.3184(1)(b), Florida Statutes (F.S.), because it is not consistent with Sections 163.3177 and 163.3180, F.S., the State Comprehensive Plan, the Withlacoochee Comprehensive Regional Policy Plan, and Rule 9J-5, Florida Administrative Code (F.A.C.), for the following reasons:

I.a. FUTURE LAND USE MAP AMENDMENTS

A. Inconsistent Provisions:

1. Ordinance 96-42, Items 94-1A and 94-1B, amends the City of Dunnellon Future Land Use Map. Item 94-1A, a 32 acre site, authorizes the change of: 18.7 acres from Residential Low Density (1 du/ac) to Residential Medium Density (5 du/ac) and 1.0 acre from Recreation to Commercial. In addition, 12.3 acres of Conservation land use at the 32 acre site remains as Conservation. Item 94-1B, which includes land annexed from Marion County, authorizes the

change of: 305 acres from Agricultural (City of Dunnellon) (1 du/5 ac) to 283 acres of Planned Unit Development (PUD) (5 du/ac) and 22 acres of Recreation; 78 acres from Residential Low Density (City of Dunnellon) (1 du/ac) to PUD (5 du/ac); 465 acres from Rural Land (Marion County) (1 du/10 ac) to PUD (5 du/ac); and 10 acres from Conservation (City of Dunnellon) to PUD (5 du/ac). Items 94-1A and 94-1B are separated by County Road 484 and are adjacent to the east side of the Rainbow River; therefore, the Future Land Use Map (FLUM) amendments were reviewed for cumulative impacts. These FLUM amendments are internally inconsistent with the goals, objectives and policies of the City's comprehensive plan for the following reasons:

A. The amendments do not include data and analysis to justify higher residential densities. Also, the amendments allow commercial uses in areas previously designated agriculture, rural land and low density residential without sufficient data and analysis to justify the change. The amendments do not ensure the protection of environmentally sensitive areas of the Rainbow River because the amendments allow densities of 5 du/ac and commercial uses in an area that is not served by central water and sewer. FLUE Policy 1.1.G.14.

B. The amendments do not analyze the cumulative impacts of the land use changes to the adopted levels of service on County Road 484, County Road 40 and State Road 41. In addition, the amendments are not consistent with TCE Policy 3.1 because there is no data and analysis included regarding intergovernmental coordination between the City, Marion County and FDOT regarding future transportation needs of the amendments. Traffic Circulation Element Policies 1.1, Policy 2.1, and Policy 3.1.

C. The amendments do not include data and analysis to indicate that there is sufficient potable water supply to support the land uses changes. The only information submitted with the

amendments is a statement regarding the need for a future well on the east side of the river. In addition, the amendments do not ensure the protection of the future potable water well because the FLUM does not map the site as required by 9J-5.006(4) b.1., FAC. The amendments do not analyze the proposed land uses to ensure appropriate activities within wellhead protection areas as established in FLUE Policy 1.1.C. and Infrastructure Element 2.1.1

D. The amendments do not analyze compatibility of adjacent land uses, impacts to open space, flood plains, soils, wetlands, rivers, streams, wildlife and wildlife habitat, environmentally sensitive lands, and the Cross Florida Greenway. FLUE Policy 1.1.A.

E. The amendments do not encourage infill and redevelopment of the City of Dunnellon's urban core and fail to discourage the proliferation of urban sprawl because the amendments allow urban land uses on the east side of the Rainbow River, an area which is predominately environmentally sensitive and rural in nature. In addition, the amendments have not demonstrated a need for the increased residential density and have not identified the number of residential units projected to be needed during the planning time frame. FLUE Policies 7.1, 7.2, 7.3, 7.4, 7.5, and 7.6.

To summarize the findings, the FLUM amendments are not consistent with Rule 9J-5, Florida Administrative Code. The amendments are not supported by an appropriate and relevant land use analysis identifying the availability of public facilities (e.g. transportation, potable water, sanitary sewer and solid waste) to service the new land use. The amendments also are not supported by an analysis of the land use to determine suitability and an analysis of the amount of land needed to accommodate the City's population. Furthermore, the amendments indicate a lack of intergovernmental coordination with the County and state agencies regarding the need for

transportation improvements. In addition, the amendments do not analyze compatibility with adjacent land uses and natural resources and do not discourage the proliferation of urban sprawl.

Rules 9J-5.005, 9J-5.0055, 9J-5.006, 9J-5.011, 9J-5.013, 9J-5.015, and 9J-5.019, Florida

Administrative Code

Sections 163.3177, and 163.3180, Florida Statutes.

B. Recommended Remedial Action. These inconsistencies may be remedied by taking the following action:

1. Submit additional data and analysis demonstrating the need for the amendments and the suitability of these sites and show that the amendments will not degrade roadways below the adopted level of service and will be developed concurrent with the provision of potable water and sewer utilities. Demonstrate that the amendments ensure the protection of planned potable water wells; are compatible with on-site and adjacent natural resources; do not proliferate urban sprawl; and are internally consistent with other comprehensive plan policies. Demonstrate coordination with Marion County and state agencies regarding future transportation needs.

2. Alternatively, the City should rescind the ordinance.

1.b. TEXT AMENDMENTS

A. Inconsistent Provisions:

Ordinance 96-42 amends the Conservation Element, Traffic Circulation Element, Capital Improvement Element, and Future Land Use Element.

1. Conservation Element - The amendment revises Policy 6.8 to restrict the designation of conservation areas to only the jurisdictional lines of the Southwest Florida Water Management District, Department of Environmental Protection and U.S. Army Corps of Engineers. In addition, the policy is revised to permit the development of non-jurisdictional wetlands as the adjacent land use. This amendment is internally inconsistent with the goals, objectives and policies of the City's comprehensive plan because this amendment fails to protect wildlife, provide on-site conservation easements and preservation areas for listed species, coordinate with other agencies concerning listed species, provide mitigation for listed species, limit the density and intensity of development, and to provide developments over 10 acres that are adjacent to the Rainbow River an inventory of listed animals and measures for mitigation.

Conservation on Element Policies 2.1, 6.1, 6.2, 6.3, 6.4, 6.10, and 6.11.

Additionally, the amendment is not consistent with the requirements of Rule 9J-5, Florida Administrative Code. The amendment does not coordinate future land uses with the appropriate topography and soil conditions and the availability of facilities and services, ensure the protection of natural resources and protect water quality. In addition, the amendment is not supported by a comprehensive wetlands planning process which includes consideration of the types, values, functions, sizes, conditions and locations of wetlands and the directing of incompatible land uses away from the wetlands.

Rules 9J-5.005, 9J-5.006, and 9J-5.013, Florida Administrative Code
Section 163.3177, Florida Statutes.

2. Traffic Circulation Element - This amendment changes Policy 1.1 by lowering the acceptable level of service (LOS) on C. R. 40 and C.R. 484 from LOS C to LOS E. No data and analysis was provided to justify the change in LOS standards. Also, two new policies are added: Policy 1.5 which requires coordination with Marion County to ensure the expansion of C.R. 484 is prioritized and corresponds with growth; and Policy 1.6 which requires coordination with Marion County to reclassify C.R. 484 and C.R. 40 from major and minor collectors to principal arterials by 2010. This amendment is internally inconsistent with the City's comprehensive plan because it has not taken into consideration the impacts of development and has not considered the need to coordinate with other municipalities and agencies in the lowering of the LOS on the two county roads.

Traffic Circulation Element Policies 2.1, and 3.1

Additionally, the amendment is not consistent with the requirements of Rule 9J-5, Florida Administrative Code. The amendment is not supported by an appropriate and relevant analysis to determine whether it takes into account the effects of proposed growth and development upon the transportation system.

**Rules 9J-5.005, 9J-5.0055, and 9J-5.019, Florida Administrative Code
Sections 163.3177 and 163.31780, Florida Statutes.**

3. Capital Improvement Element - This amendment includes the same changes to the level of service and other changes to the County roads as presented for the Traffic Circulation Element, removes Policy 6.1 because it essentially repeats Policy 3.1 and replaces Table 1 which makes changes in recreational projects, drainage projects and traffic circulation projects. This

amendment is internally inconsistent with the City's comprehensive plan because it includes the same changes as presented in the Traffic Circulation Element changes with the same inconsistencies as enumerated above for the Traffic Circulation Element. In addition, the schedule of the CIP does not identify funding sources for transportation and developer's are not held responsible for their fair share cost of improving transportation facilities. Furthermore, the changes would cause internal inconsistencies with other policies and traffic conditions could be made worse with no planned improvements because no data is provided to justify additional roadway improvements necessary to maintain the adopted LOS.

Capital Improvement Element Policies 1.1, 2.1, 3.1, 3.2, 6.3, and the Concurrency management System:

Additionally, the amendment is not consistent with the requirements of Rule 9J-5, Florida Administrative Code. The amendment is not supported by an appropriate and relevant analysis to determine whether it takes into account the fiscal responsibilities of growth and development Rules 9J-5.005, and 9J-5.016, Florida Administrative Code Sections 163.3177 and 163.31780, Florida Statutes.

4. Future Land Use Element - This amendment changes Policy 1.1.G.14 to allow higher densities in PUD developments. This amendment is internally inconsistent with the comprehensive plan because it does not consider compatibility of adjacent land uses, public facility availability, impacts to natural resource protection, and conservation easements and preservation areas. In addition, the amendment does not justify the need for increased residential densities or discourage urban sprawl.

FLUE Policies 1.1, 2.4, 5.7, 5.8, and Objective 7

B. Recommended Remedial Actions

1. Submit appropriate data and analysis for all text amendments; or
2. The City should rescind the ordinance.

II. CONSISTENCY WITH THE STATE COMPREHENSIVE PLAN

A. Inconsistent Provisions. The inconsistent provisions of the plan amendment under this subject heading are as follows:

1. The comprehensive plan amendment adopted by Ordinance 96-42 is inconsistent with the State Comprehensive Plan goals and policies, including the following provisions (Rule 9J-5.021, F.A.C., and Chapter 187 F.S.):

Goal 8 (Water Resources), Policy 10, to protect surface and groundwater quality;

Goal 10 (Natural Systems and Recreational lands), Policy 1, to conserve wildlife; Policy 2, to acquire public lands for conservation; and Policy 3, to prohibit the destruction of endangered species and their habitats.

Goal 16 (Land Use), Policy 1, to encourage efficient development; Policy 2, to encourage the separation of rural and urban land uses; Policy 3, to encourage a functional mix in urban areas; and Policy 6, the impact of land use on water quality and quantity.

Goal 18 (Public Facilities), Policy 1, developing land to maximize public facilities;

Policy 3, allocate cost of public facilities based on benefits; Policy 4, build partnerships to construct facilities; Policy 5, encourage self-sufficiency in providing facilities; Policy 7, coordinate development with capital improvement plans; and Policy 9, identify stable revenue sources for infrastructure.

Goal 20 (Transportation), Policy 3, to promote comprehensive transportation planning; Policy 9, to ensure that the transportation system provides efficient access; Policy 11, to emphasize state transportation investments and to contribute to efficient urban development; Policy 12, avoid encouraging transportation improvements in identified environmentally sensitive areas; Policy 13, coordinate improvements with state, local and regional plans; and Policy 15, promote coordination among various modes of transportation to assist urban development and redevelopment.

Goal 26 (Plan Implementation), Policy 3, regarding requirements for regulatory programs; Policy 7, to ensure comprehensive plans reflect state goals and policies; and Policy 8, to encourage cooperation among communities to establish an orderly, environmentally, and economically sound plan for future needs and growth.

B. Recommended Remedial Actions

1. Submit additional information showing that the amendment will not adversely affect the level of service of roadways, would be developed concurrent with the provision of potable water and sewer utilities, is not inconsistent with adjacent land uses, is not inconsistent with natural resources, does not proliferate urban sprawl, and is not internally inconsistent with other comprehensive plan policies. In addition the City should submit appropriate data and analysis for all text amendments; or

2. The City should rescind the ordinance.

III. Consistency with the Withlacoochee Comprehensive Regional Policy Plan

A. Inconsistent Provisions. The inconsistent provisions of the plan amendment under

- alternative finance mechanisms for public facilities; Goal 20.2.2 and associated policies - by the year 2000 have no more than 5% of roads operation below acceptable level of service; and Goal 23.1.1 and associated policies - reducing the amount of agricultural land converted to other use.

B. Recommended Remedial Actions

1. Submit additional information showing that the amendment will not adversely affect the level of service of roadways, would be developed concurrent with the provision of potable water and sewer utilities, is not inconsistent with adjacent land uses, is not inconsistent with natural resources, does not proliferate urban sprawl, and is not internally inconsistent with other comprehensive plan policies. In addition the City should submit appropriate data and analysis for all text amendments; or

2. The City should rescind the ordinance.

CONCLUSIONS

1. The plan amendment adopted by ordinance 96-15 on December 16, 1996, is not consistent with the WithInconchee Regional Policy plan.
2. The plan amendments adopted by Ordinance 96-15 on December 16, 1996, is not consistent with the State Comprehensive Plan.
3. The plan amendment adopted by Ordinance 96-15 on December 16, 1996, is not consistent with Chapter 9J-5, Florida Administrative Code.
4. The plan amendment adopted by Ordinance 96-15 on December 16, 1996, is not consistent with the requirements of Sections 163.3177 and 163.3180, Florida Statutes.
5. The plan amendment adopted by Ordinance 96-15 on December 16, 1996 is not "in compliance," as defined in Subsection 163.3184(1)(b), Florida Statutes.
6. In order to bring the plan amendments adopted by Ordinance 96-15, adopted on December 16, 1996, into compliance, the City may complete the recommended remedial actions described above or adopt other remedial actions that eliminate the inconsistencies.

Executed this 19th day of February, 1996, at Tallahassee, Florida



Charles Pattison, Director
Division of resource Planning
And Management
2555 Shumard Oak Drive
Tallahassee, Florida 32399

ORIGINAL

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF COMMUNITY
AFFAIRS,

Petitioner,

v

DOAH Case No. 97-1112GM

CITY OF DUNNELLON,

Respondent.

PARTIAL STIPULATED SETTLEMENT AGREEMENT

Petitioner, Department of Community Affairs (Department), and Respondent, the City of Dunnellon (City), hereby stipulate and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this Agreement, the following words and phrases shall have the following meanings:

a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. Agreement: This Partial Stipulated Settlement Agreement.

c. Comprehensive Plan Amendment: The comprehensive plan amendment adopted by the City of Dunnellon on December 16, 1996 by Ordinance No. 96-15, Item 94-1B (DCA No. 96-1).

d. DOAH: The Florida Division of Administrative Hearings.

e. In compliance or into compliance: Consistent with Sections 163.3177, 163.3178 and 163.3191, Florida Statutes, Section 187.201, Florida Statutes, the applicable regional policy plan, and Chapter 9J-5, Florida Administrative Code.

f. Notice: The Notice of Intent issued by the Department to which was attached its statement of intent to find the plan amendment not in compliance.

g. Petition: The Petition for administrative hearing and relief filed by the Department in this case.

h. Remedial Action: A remedial plan amendment, submission of support document or other action described in the statement of intent or this Agreement as an action which must be completed to bring the plan amendment into compliance.

i. Remedial Plan Amendment: An Amendment to the plan or support document, the need for which is identified in this Agreement, including its exhibits, and which the Local Government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the one identified in this Agreement or be otherwise acceptable to the Department.

j. Statement of Intent: The statement of intent to find the plan amendment not in compliance issued by the Department in this case.

k. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analysis used to develop and support the plan amendment.

2. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

3. Approval by Governing Body. This Agreement has been approved by the City's governing body at a public hearing advertised at least ten (10) days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the City's charter or other regulations.

4. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the

event of a change in any statute or administrative regulation inconsistent with this Agreement, the statute or regulation shall take precedence.

5. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any other person under the law.

6. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees.

7. Effective Date. This Agreement shall become effective upon the last date of signing by the Department or the City.

8. Purpose of this Agreement: Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the plan amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated Agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

9. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the plan amendment is in compliance.

10. Exhibits. Exhibits A, B, C and D are hereby incorporated by reference.

11. Negotiation of Agreement. The Department issued its notice and statement of intent to find the plan amendment not in compliance, and filed the petition in this case to that effect. Subsequent to the filing of the petition the parties conferred and agreed to resolve the issues in the petition, notice and statement of intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in these proceedings.

12. Dismissal. If the City completes the remedial actions required by this Agreement, the Department will issue a cumulative notice of intent addressing both the compliance Agreement amendment and the initial plan amendment subject to these proceedings. The

Department will file the cumulative notice of intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

13. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the hearing officer in accordance with Section 163.3184(16)(b), Florida Statutes.

14. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. The Department or any other party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

15. Description of Provisions not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the statement of intent, which identifies the provisions not in compliance. Exhibit B to this Agreement contains remedial actions needed for compliance. This Agreement constitutes a stipulation that if the remedial actions are accomplished, the plan amendment will be in compliance.

16. Remedial Actions to be considered for Adoption. The City agrees to consider for adoption by formal action of its governing body all remedial actions described in Exhibit B no later than the time period provided for in this Agreement.

17. Adoption or Approval of Remedial Plan Amendments. Within sixty (60) days after execution of this Agreement, the City shall consider for adoption the remedial plan amendment described in Exhibit B. This may be done at a single adoption hearing. Within ten (10) working days after adoption of the remedial plan amendment, the City shall transmit five (5) copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The City

also shall submit one (1) copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the remedial plan amendment and a copy to any party granted intervener status in this proceeding. The amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

18. Acknowledgment. All parties to this Agreement acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the remedial plan amendment.

19. Review of Remedial Plan Amendment and Notice of Intent. Within thirty (30) days after receipt of the adopted remedial plan amendments and support documents, the Department shall issue a notice of intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted remedial actions satisfy this Agreement, the Department shall issue a cumulative notice of intent addressing both the plan amendment and the compliance Agreement amendment as being in compliance. The Department shall file this cumulative notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the remedial actions are not adopted, or if they do not satisfy this Agreement, the Department shall issue a notice of intent to find the plan amendment not in compliance and shall forward the notice to DOAH for consolidation with the pending proceeding.

20. Effect of Amendment. Adoption of any compliance Agreement amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

CITY OF DUNNELLON

By: J. Thomas Beel
Name: _____
Please print or type
As Division Director
Division of Resource Planning
and Management

By: John Taylor
Name: John Taylor
Please print or type
Its: Mayor

Date 2-13-01

Date January 22, 2001

Attest:
Robert V. Boudal
City Clerk

[Signature]
Assistant General Counsel

[Signature]
City Attorney

EXHIBIT B TO PARTIAL STIPULATED SETTLEMENT AGREEMENT

AS TO ORDINANCE 96-15

Wendy Cabbage Straub, as Trustee and the City of Dunnellon shall enter into the Agreement Limiting Development attached as Exhibit C to this Stipulated Settlement Agreement. The Agreement Limiting Development shall be recorded in the public records of the City of Dunnellon, Marion County, Florida, and a copy of the recorded Agreement shall be provided to the Department of Community Affairs. The City, via the Applicant, has provided the Department with documentation to support the Agreement Limiting Development, which support documents are attached hereto as Exhibit D to this Stipulated Settlement Agreement.

The City of Dunnellon shall amend the Future Land Use Map as to only the three hundred acres, more or less (300±), of the Cabbage Property, in accordance with legal descriptions and land uses of that portion of the Cabbage Property, as set forth on the Land Use Map and the legal descriptions for Land Uses designated on said Map, attached hereto as part of this Exhibit "B".

The remainder of the Cabbage Property and the Griffiths Property shall retain the Land Use designations in effect prior to the adoption of Ordinance 96-15.

LAND USE MAP FOR WENDY CUBBAGE STRAUD, AS TRUSTEE
 IN SECTIONS 25 & 30, TOWNSHIP 16 SOUTH, RANGE 18 EAST, and SECTION 30, TOWNSHIP 16 SOUTH, RANGE 17 EAST,
 MARION COUNTY, FLORIDA

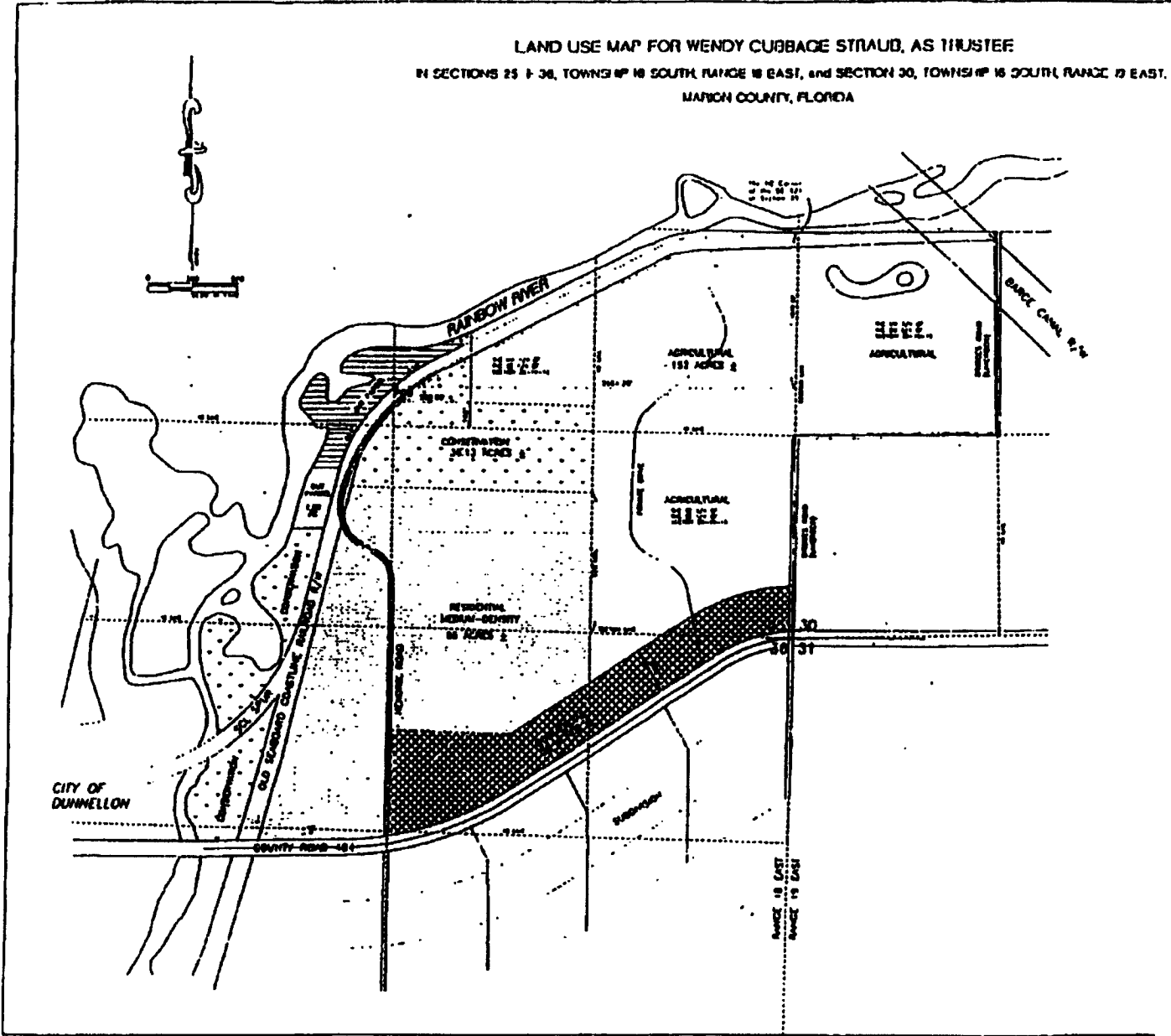


EXHIBIT "B"
 (page 2 of 3 pages)

DESCRIPTION: TOTAL AREA

The Northwest 1/4 of Southwest 1/4 of Section 30, Township 18 South, Range 18 East, less the East 30 feet and the South 30 feet thereof

AND

all that part of the NE 1/4 and the NW 1/4 of Section 36, Township 18 South, Range 18 East, that lies north of the State Road 484, and east of the Rainbow River

AND

The East 1/2 of the Southeast 1/4, lying South and East of the River of Section 25, Township 18 South, Range 18 East, less the East 30 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 25.

AND

The Northwest 1/4 of Southeast 1/4, and Northeast 1/4 of Southwest 1/4, both South and East of Blue Springs Run, less Beginning at a point that is 774.5 feet South and 2312.5 feet West from the Northeast corner of the Southeast 1/4 of Section 25, Township 18 South, Range 18 East, said point being the Point of Beginning and lying on the West right of way line of the Seaboard Air Line Railroad, thence S 49°58'00" W, 450.0 feet along the West right of way of the Seaboard Air Line Railroad, thence run West 223.1 feet, more or less, to the waters edge of Blue Springs Run, thence Northeasterly with the meandering of the said Blue Springs Run to a point that is 37.5 feet West of the Point of Beginning; thence East 37.5 feet to the Point of Beginning, all lying and being in the Northwest 1/4 of the Southeast 1/4 of Section 25, Township 18 South, Range 18 East, and in the Northeast 1/4 of the Southwest 1/4 of said Section 25, Township 18 South, Range 18 East; and less Beginning at a point that is 1070.3 feet South and 2664.2 feet West of the Northeast corner of the Southeast 1/4 of Section 25, Township 18 South, Range 18 East, said point being on a concrete monument on the West right of way line of the S.A.L.R.R., thence Southerly along said railroad right of way 622.0 feet to a concrete monument, thence West 120.0 feet, more or less, to the waters of Blue Springs Run, thence Northerly along the waters of Blue Springs Run to a point that is 223.0 feet West of the point of beginning, thence East 223.0 feet to the Point of Beginning.

CONTAINING: 300 Acres more or less.

DESCRIPTION: AGRICULTURAL

Part of Section 30, Township 18 South, Range 18 East, and Sections 25, and 36, Township 18 South, Range 18 East, Marion County, Florida, more particularly described as: AND the NW 1/4 of the SW 1/4 of said Section 30, less the south 30 feet and the east 30 feet thereof, AND the NE 1/4 of the SE 1/4 of said Section 25, lying south of the Rainbow River, AND the NW 1/4 of the SE 1/4 of said Section 25, lying south of the Rainbow River, less and except the south 185 feet and the west 500 feet thereof, and less and except an out parcel described as Beginning at a point that is 774.5 feet South and 2312.5 feet West from the Northeast corner of the Southeast 1/4 of said Section 25, said point being the Point of Beginning and lying on the West right of way line of the Seaboard Air Line Railroad, thence S 49°58'00" W, 450.0 feet along the West right of way of the Seaboard Air Line Railroad, thence run West 223.1 feet, more or less, to the waters edge of the Rainbow River, thence Northeasterly with the meandering of the said River to a point that is 37.5 feet West of the Point of Beginning;

AND that part of the SE 1/4 of the SE 1/4 of said Section 25, and the NE 1/4 of the NE 1/4 of said Section 36, lying north of a line that is 300 feet north of and adjacent to the north right of way line of County Road 484.

CONTAINING: 132 acres more or less and subject to existing County Roads.

DESCRIPTION: RESIDENTIAL MEDIUM-DENSITY AREA

Part of Section 25, Township 18 South, Range 18 East, Marion County, Florida, said part being the South 920 feet of the SW 1/4 of the SE 1/4, AND the South 920 feet of the SE 1/4 of the SW 1/4, lying east of the old right-of-way of the Seaboard Air Line Railroad.

AND that part of the NW 1/4 of Section 36, Township 18 South, Range 18 East, Marion County, Florida, lying east of the old right-of-way of the S.A.L. Railroad, and north of the right-of-way for County Road 484.

AND that part of the North 1/2 of the North 1/2 of the NE 1/4 of said Section 36, lying north of a line parallel to and 300 feet north of the north right-of-way line of County Road 484.

CONTAINING: 85 Acres more or less and subject to existing County Roads.

DESCRIPTION: CONSERVATION AREA

Part of Section 25, Township 18 South, Range 18 East, Marion County, Florida, said part being the North 400 feet of the SW 1/4 of the SE 1/4,

AND all that part of the North 400 feet of the SE 1/4 of the SW 1/4, lying east of the right of way for the old Seaboard Air Line Railroad,

AND the South 185 feet and the West 500 feet of the NW 1/4 of the SE 1/4, lying east of the old right-of-way of the Seaboard Air Line Railroad.

AND Part of Sections 25 & 36, Township 18 South, Range 18 East, Marion County, Florida, described as, Commence at a point that is 1070.3 feet South and 2664.2 feet West of the Northeast corner of the Southeast 1/4 of Section 25, Township 18 South, Range 18 East, said point being on a concrete monument on the West right of way line of the S.A.L. Railroad, thence Southerly along said railroad right of way 622.0 feet to a concrete monument and the Point-of-Beginning (POB), thence West 120.0 feet, more or less, to the waters edge of the Rainbow River; thence Southerly along the said waters edge, to the north R/W line of County Road 484, thence Easterly along the said R/W line to the westerly R/W line of the old S.A.L. Railroad, thence northerly along the said westerly R/W line, to the POB, less except that portion within the S.A.L. Railroad Spur

LESS and EXCEPT: Commence at a point that is 1070.3 feet South and 2664.2 feet West of the Northeast corner of the Southeast 1/4 of Section 25, Township 18 South, Range 18 East, said point being a concrete monument on the West right of way line of the S.A.L.R.R., thence Southerly along said railroad right of way 622.0 feet to a concrete monument and the Point-of-Beginning, thence continue southerly along the said right of way line, 400 feet; thence West 135.0 feet, more or less, to the waters of Blue Springs Run, thence northerly along the waters of Blue Springs Run to a point that is 223.0 feet West of the point of beginning, thence East 223.0 feet to the Point of Beginning.

CONTAINING: 36.13 Acres more or less and subject to existing County Roads

DESCRIPTION: COMMERCIAL AREA

Part of Sections 25 and 36, Township 18 South, Range 18 East, Marion County, Florida, said part being a strip of land 300 feet wide, north of and adjacent to the north right-of-way line for County Road 484.

AND all that part of the South 1/2 of the NW 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of said Section 36, lying north of the said right-of-way for County Road 484.

CONTAINING: 25 Acres more or less and subject to existing County Roads

EXHIBIT C

(Agreement Limiting Development)

This Instrument prepared by
and return to:
LANDIS V. CURRY, JR.
AYRES, CLUSTER, CURRY & McCALL, P.A.
Post Office Box 1048
Ocala, Florida 34478

AGREEMENT LIMITING DEVELOPMENT

THIS AGREEMENT made this 22nd day of November, 2000, by and between WENDY C. STRAUB, as Trustee of The Revocable Living Trust of Mary Gladys Cabbage executed by Mary Gladys Cabbage, a/k/a M. G. Cabbage on May 18, 1992, hereinafter called the "Owner", and the CITY OF DUNNELLON, a political subdivision of the State of Florida, hereinafter called "City".

WITNESSETH:

WHEREAS, Owner is the owner of record of the Property described in Exhibit "A" (the "Property"), being a portion of the land that is the subject of City of Dunnellon Ordinance 96-15 authorizing the change of the designated land use of the Property to PUD; and

WHEREAS, the Owner has represented that no more than four hundred fifty (450) residential units will be developed on the Property, and no more than 125,000 square feet of retail space will be developed on the Property; and

WHEREAS, the parties desire that said representations be formalized by instrument in recordable form.

NOW, THEREFORE, in consideration of the premises, the Owner for herself and any heirs, successors or assigns, agrees by and with the City that the total number of residential units to be developed on Parcel No. 1 (Residential Medium-Density Area) of the Property described in Exhibit "A" shall not exceed four hundred twenty (420) units, and the total number of residential units to be developed on Parcel No. 2 (Agricultural Area) of the Property described on Exhibit "A" shall not exceed thirty (30) units. The total square footage of retail buildings to be located on the Property shall be located on Parcel No. 3 (Commercial Area) of the Property described in Exhibit "A" and shall not exceed one hundred twenty five thousand (125,000) square feet.

The Owner and City further agree that any amendment, change or modification in the limitations provided in this Agreement purporting to permit an increase in the number of residential units permitted to be developed on Parcel No. 1 of the Property beyond Four Hundred Twenty (420) and Parcel No. 2 of the Property beyond thirty (30), and the total square footage of retail buildings

beyond 125,000 square feet (measured on the interior of said buildings) to be developed on Parcel No. 3 of the Property, shall be effective only if adopted by further amendment to the City of Dunnellon Comprehensive Plan in accordance with the formalities then required for amendments to the Comprehensive Plan.

IN WITNESS WHEREOF, the Owner has executed this Agreement, and City, by authority of the City Council, has caused this Agreement to be executed by its proper officers thereunto duly authorized.

Witnesses:

Karen E. Wall
Name: KAREN E. Wall
Please print or type

George Kuttler, Jr.
Name: George Kuttler, Jr.
Please print or type

Dawn M. Dawbe
Name: Dawn M. Dawbe
Please print or type

Amanda L. Roberts
Name: Amanda L. Roberts
Please print or type

OWNER:

Wendy Straub, Trustee
WENDY O STRAUB, as Trustee of The Revocable Living Trust of Mary Gladys Cabbage executed by Mary Gladys Cabbage a/k/a M.G. Cabbage on May 18, 1992.

CITY OF DUNNELLOM

By: John Taylor
Name: John Taylor
Please print or type
As: Mayor
Mayor

STATE OF Virginia
COUNTY OF Alexandria
CITY

The foregoing instrument was acknowledged before me this 22nd
day of November ~~Wendy C. Straub~~, 2000, by WENDY C. STRAUB, as Trustee
of The Revocable Living Trust of Mary Gladys Cabbage executed by
Mary Gladys Cabbage, a/k/a M. G. Cabbage on May 18, 1992.



Notary Public
Name: Jennifer Tosini

Please print or type

Commission No. NA

Commission Expires: 5/31/01

Personally known: Yes

Produced Identification:

Type of Identification produced: