IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA

Lake McBride Area Residents' Association, Inc.,
Lake Carolyn Estates Homeowners' Association, Inc.,
and Centerville Rural Community Association, Inc.

Plaintiffs,

vs. Case No. 97-2689

Leon County, Florida,

Defendant.

_____/

SETTLEMENT AGREEMENT

This Settlement Agreement is made, executed and entered into on this 11th day of May, 2004, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), the Defendant, LAKE CAROLYN ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, as the sole remaining Plaintiff in the above-captioned litigation, (hereinafter referred to as "LCHOA"), and Larry Block, President of Lake Carolyn Associates, Inc., owner of Lakes Anna, Carolyn, and Jeff.

WHEREAS, LCHOA is the homeowners association for a predominantly residential development located in an area known as Bradfordville, Leon County, Florida and is included in the area known as the Bradfordville Study Area; and,

WHEREAS, LCHOA became involved in litigation regarding the County's compliance with the Tallahassee-Leon County Comprehensive Plan in the area of Bradfordville; and,

WHEREAS, the County has taken certain action to come into compliance with the Comprehensive Plan requirements at issue; and,

WHEREAS, the County has been involved in other litigation in Bradfordville regarding the right of commercial property owners to develop their property. One of these settlement agreements involves property known as the Lauder property; a second settlement involves property known as the Bradfordville-Phipps property; and a third involves a settlement with the Killearn Lakes Homeowners' Association, Inc.; and,

WHEREAS, the County has voted to settle those lawsuits by entering into certain other Settlement Agreements; and,

WHEREAS, the County and Lake Carolyn desire to settle the current litigation between them; and

WHEREAS, Larry Block as President of Lake Carolyn Associates, Inc., owner of the lakes which are the subject of this agreement, has approved of the agreement and consents to the obligations set forth herein for Lake Carolyn Associates.

NOW, THEREFORE, for and in consideration of the above set forth premises, the mutual covenants and agreements set forth herein, and other good and valuable considerations conveyed by each party to the remaining party, the receipt and sufficiency of which are hereby conclusively acknowledged by both parties and Mr. Block, the parties and Mr. Block hereto do agree as follows:

AGREEMENT

1. Each and every provision of this Settlement Agreement is deemed to be an integral part hereof; however, any portion of this Agreement found to be unconstitutional by a court of competent jurisdiction may be severed from the agreement, while the remainder is deemed valid and enforceable.

2. Lake Carolyn Homeowners' Association (hereinafter, "LCHOA")will dismiss all remaining lawsuits with prejudice (including the Bradfordville Zoning case, Case No. 98-6337), not challenge the Bradfordville-Phipps Site Plan (or the Development Review Committee deviations) as approved on March 17, 2004, and not seek future fees or costs with regard to all current pending litigation. Leon County will condition the Bradfordville-Phipps future environmental permit in such a way that it ensures that the impervious surface allocations agreed to in the Settlement Agreement between Bradfordville Phipps Limited Partnership and Leon County, Florida, executed on May 8, 2002, must not be exceeded.

3. Leon County shall pay up to $550,000.00 for the design, restoration, and stabilization of Lakes Anna, Carolyn, and Jeff, which shall be placed in a restricted account to be administered by LCHOA and Leon County for the above-described purposes only. LCHOA, in cooperation with Lake Carolyn Associates, Inc., will select and enter into contracts with a qualified engineering firm to design and obtain permits for, and a qualified contractor to perform, the lake restoration and stabilization activities. Upon sufficient proof of such agreement with an engineering firm, Leon County shall authorize a first payment from the account to LCHOA of $50,000.00 to be used by LCHOA solely as an initial payment to the engineering firm. Leon County will review and approve the scope of work to be completed to provide functional improvements and ancillary water quality improvements to be paid for with County funds. Leon County's approval of the scope of work will not be unreasonably withheld. Following execution of the contract between LCHOA and the contractor to construct said improvements, Leon County will deposit an additional $50,000.00 into the designated account to be used by LCHOA solely as an initial payment to the contractor to construct said improvements. The contracts shall include a drawdown schedule for the remainder of the $450,000 payments to the engineer and

contractor to a maximum total of $550,000.00, including a final payment of a minimum of ten (10) percent of the total project cost, which will be payable upon approval of the as-built engineering drawings. All checks drawn from the account will be payable by Leon County to LCHOA. It is anticipated that all work will be completed by LCHOA and that all funds paid by the County will be expended no later than three years from the effective date of this agreement. At no time shall any contracts entered into by the LCHOA be deemed contracts or subcontracts to or with Leon County. Leon County shall have no privity with any of said contractors.

4. Through the design and construction outlined in Paragraph 3 above, LCHOA will provide additional stormwater detention capacity within the restoration and stabilization design for Lake Jeff. Both LCHOA and Lake Carolyn Associates, Inc., agree not to pump or add groundwater into Lakes Anna, Carolyn, and Jeff to achieve artificial water levels higher than the following levels, which represent one foot below the historic levels as agreed by the parties, to wit:

Lake Carolyn – 127.2 feet NGVD

Lake Anna – 131.0 feet NGVD

Lake Jeff – 130.3 feet NGVD

5. Leon County will ensure that the 4-inch stormwater quality standard, or at the sole discretion of Leon County, an equivalent standard mutually agreed upon by the parties, is met for all new non-exempt development within the Bradfordville Sector Plan areas that are within the drainage basins of Lakes Jeff, Anna, and Carolyn. Following the modifications to Pond #6, Leon County shall semi-annually monitor the actual functions of the existing public stormwater facilities (Pond #6), and any future public stormwater facilities, to ensure that the permitted

development in the area contributing stormwater to the public stormwater facilities meets the 4-inch standard. Should it be determined that the public stormwater management facilities do not have the capacity to meet those standards, Leon County will take or require such corrective actions as are necessary to obtain compliance with the 4-inch stormwater quality standard or its mutually agreed equivalent.

6. Leon County shall implement the Bradfordville Phase II Stormwater Study, dated January 2001, performed by Camp Dresser & McKee. LCHOA will assist Leon County in obtaining the property necessary for the recommended, permitted improvements on Bradfordville Road by educating its members on the importance of those improvements to flood prevention and water quality protection and by encouraging its members to cooperate with the County's efforts to acquire easements and/or fee simple acquisition of property for the needed improvements.

7. Leon County will pay a sum of $99,900.00 within 30 days of execution of this agreement, for legal fees and costs incurred from the various litigation matters the parties have been involved in, and neither party, nor their counsel shall seek any additional or future fees or costs from each other related to this litigation.

8. LCHOA, and its officers and directors, individually and as such officers and directors, as well as all titleholders to the lakes known as Lake Carolyn, Lake Jeff, and Lake Anna, shall execute the form of the attached General Release prior to any payments as set forth herein.

9. Leon County and LCHOA desire and agree that this Settlement Agreement shall be incorporated into a Court Order and that the Court shall retain jurisdiction to enforce the provisions of the Settlement Agreement, if necessary. If either party is required to go to court to enforce any provision of this agreement, the prevailing party shall be entitled to recover costs and attorney's fees.

LAKE CAROLYN ESTATES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Pat Rose, President

ATTESTED:

BY: _____
Glenn Mitchell, Secretary

APPROVED:

BY: _____
Randall Denker, Esq.
Counsel to LCHOA

LAKE CAROLYN ASSOCIATES, INC.

BY: _____
Larry Block, President

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

ATTESTED:
Bob Inzer, Clerk of Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney