

**THIRD AMENDMENT TO
SETTLEMENT AGREEMENT**

This Third Amendment to the Settlement Agreement executed May 11, 2004, is entered this ____ day of _____, 2008, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter the "County", and the Lake Carolyn Estates Homeowners Association, Inc., hereinafter referred to as "LCHOA."

WITNESSETH:

WHEREAS, the County and LCHOA entered into a Settlement Agreement on May 11, 2004, resolving the matter styled Lake McBride Area Residents' Association, Inc., Lake Carolyn Estates Homeowners' Association, Inc. and Centerville Rural Community Association, Inc. v. Leon County, Florida, Case No. 97-2689, in the Second Judicial Circuit for Leon County, Florida, (the "Agreement"); and

WHEREAS, the County and LCHOA entered into a First Amendment to the Settlement Agreement on June 8, 2007, making modifications to paragraph 3 of the Settlement Agreement extending the time for completion to May 11, 2008; and,

WHEREAS, the County and LCHOA entered into a Second Amendment to the Settlement Agreement on May 15, 2008, making modifications to paragraph 3 of the Settlement Agreement extending the time for completion to October 11, 2008.

WHEREAS, the County and LCHOA now wishes to further extend the date for project completion until January 11, 2009.

NOW THEREFORE, in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which both parties do hereby acknowledge, the County and LCHOA hereby agree to amend paragraph 3 as follows:

3. Leon County shall pay up to \$550,000.00 for the design, restoration and stabilization by 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 in to 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 \$450,000.00 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 as the as-built engineering drawings. All checks drawn from the account will be payable by Leon County to LCHOA. All work will be completed by LCHOA no later than January 11, 2009. 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.

All other provisions of the Settlement Agreement dated May 11, 2004, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Third Amendment to the Agreement by their duly authorized signatures.

LEON COUNTY, FLORIDA

ATTESTED BY:
Bob Inzer, Clerk of the Court



By: [Signature]
Bob Inzer, Clerk

By: [Signature]
Jane G. Sauls, Chairman
Board of County Commissioners

Date: 10-24-08

APPROVED AS TO FORM:
County Attorney's Office

By: [Signature]
Herbert W. A. Thiele, Esq.
County Attorney

SIGNED, SEALED AND DELIVERED
In the presence of:

LAKE CAROLYN ESTATES
HOMEOWNER'S ASSOCIATION, INC.

Witness

By: _____

Printed Name:

Printed Name: _____

Witness

Title: _____

Printed Name:

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name

My commission expires:

SIGNED, SEALED AND DELIVERED
In the presence of:

LAKE CAROLYN ASSOCIATES, INC.

Witness

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Witness

Printed Name: _____

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name

My commission expires: