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

Centerville Rural Community Association, Inc.

Plaintiffs

vs.

Leon County, Florida

Defendants

Case No: 97-2689

CIRCUIT COURT DIV.
03 -6 PM 1:20
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

SETTLEMENT AGREEMENT BETWEEN LEON COUNTY AND CERCA, INC.

This settlement agreement is entered into between Leon County, Florida and Centerville Rural Community Association, Inc. (CeRCA).

1) The County and CeRCA seek to end the multitude of lawsuits that have been generated in Bradfordville over the past several years. In mutual consideration of this objective, the parties agree to do the following:

2) The County will consider adopting land development regulations within ninety (90) days of ratification of this agreement to designate Rural Roads in the Bradfordville Study Area, as provided below.

a) At a minimum, the Rural Road designation shall extend to the following roads:

1. Bradfordville Road, from its intersection with Velda Dairy to Centerville Road;
2. Roberts Road, from its intersection with Centerville to termination;
3. Proctor Road, from its intersection with Thomasville to Roberts Road;
4. Grenville Road, from its intersection with Pisgah Church Road to Proctor Road;

5. Pisgah Church Road, from its intersection with Bradfordville Road to its termination at Pisgah Church.

b) Regulations applicable to rural roads, at a minimum, shall include:

1. A maximum of 2 travel lanes, except that no road lanes existing on the date of this agreement shall be eliminated. There shall be no further widening beyond what is now in existence for a minimum of 12.5 years, running from the time this agreement is ratified by all parties.
2. No curb and gutter construction will occur on these rural roads.
3. All new dwellings and other infrastructure which, for the purposes of this agreement shall be defined as structures or groups of structures with a footprint of more than 25 sq. ft., shall be set back a minimum of 75 ft. from the centerline of a rural road, unless an individual single-family dwelling could not be built as a result of the setback requirement or in the case of telecommunications infrastructure, which for the purposes of this agreement shall be defined as those pertaining to television, telephone and computer, which shall only be allowed if they can be effectively screened with vegetation so as to camouflage it from view from the road in question.
4. The County shall not clear within 75 feet from the centerline of the road unless authorized for health, safety or welfare of the public.
5. No new off-site or advertising signs shall be erected or maintained along rural roads for a distance of 200 feet from the centerline.

c) All future roads which are constructed in the Bradfordville Study Area (BSA) outside the Urban Services Area within 12.5 years of this agreement, shall meet, at a minimum, this definition given to Rural Roads. There shall be no new paving of dirt roads except where necessary for health or safety reasons. Paving shall never occur based on the wishes of a single owner or entity. If paving on any dirt road in the BSA is required following the above criteria, it shall meet the requirements of Ordinance 00-31, except for pervious pavement for pre-existing unstabilized roads that meet the requirements in Section 10-208(19), Leon County Code of Laws (2003). In addition to the requirements in Section 10-208(19) for pervious pavement, the applicant must demonstrate in permitting that stormwater treatment has been designed to the maximum extent possible to meet the requirements of Ordinance 00-31 and all stormwater conveyances must be stabilized by sod unless velocities require pavement. This provision shall be in force for 12.5 years from date of ratification and shall be applied to the areas outside the Urban Service Area Boundary in effect on the date of ratification.

3) All new development permitted after July 20, 2000 within the BSA that requires a Type A or higher review will meet the stormwater treatment standards as defined in Ordinance 00-31, dated July 20, 2000. All new impervious area for paved roads and all new roads shall meet the requirements of Ordinance 00-31. Development in the Killearn Lakes DRI is vested from the provisions of this paragraph.

4) The County will consider adopting a land development regulation to allow flexibility in meeting the stormwater treatment requirements for new residential subdivisions. The regulation may allow new single family residential lots, proposed to be 3 acres or larger as part of the limited partition or 2.1.9. subdivision process, to meet water quality treatment approaching

equivalence to the retention standard in Ordinance 00-31 by considering natural vegetation as a treatment alternative taking into account the percent of impervious area, slope, lot size, location of impervious area, adjacent lots, soil type and vegetation type. New roadways and ingress/egress easements that serve three or more single family residential lots will have to meet requirements of Ordinance 00-31.

5). The rural residential overlay as defined in and designated on Figure 10 of the Bradfordville Sector Plan, July 2000, does, at a minimum, restrict development to residential uses only. Density of development is governed by the underlying future land use designation and the conservation subdivision regulations set forth in section 10-1429, Leon County Code of Laws. Compliance with the requirements of this overlay are required for all new development.

6) Development plans for the Bradfordville-Phipps property are not final and therefore, CeRCA does not take a position regarding its approval of the ultimate development of this property. However, if the Bradfordville-Phipps property is developed in accordance with the settlement agreement signed between Bradfordville-Phipps dated May 8, 2002, CeRCA shall not challenge development on the Bradfordville-Phipps property.

7) The County shall notify the designated representative of CeRCA 10 days prior to the consideration by the Board of County Commissioners of any amendment to the Bradfordville Sector Plan or LDRs which implement its provisions. Notification shall consist of providing all documents that are to be viewed by the members of the Board of County Commission concerning such matters. CeRCA shall be responsible for updating its contact information.

8) In order to resolve the matters that have been in litigation between the parties for several years, the County agrees to pay not exceeding One-hundred Fifty Thousand dollars

($150,000) in reimbursement to CeRCA for legal fees and costs incurred during litigation in all cases in which it is a party with Leon County. For those cases in which CeRCA's counsel represented multiple clients simultaneously, the County agrees to pay only the proportional fee billed to CeRCA. CeRCA shall submit verifiable receipts for these claimed expenses prior to any reimbursement from the County. Reimbursement hereunder is subject to the dismissals set forth in paragraph 11.

9) The County agrees not to seek costs or fees in any case that CeRCA drops voluntarily or in which the County was the prevailing party. Reciprocally, CeRCA agrees not to seek costs or fees in any case in which it was the prevailing party.

10) The term Bradfordville Study Area (BSA) has been defined differently by the parties and has been an issue of disagreement. For the purposes of this agreement, the BSA shall not mean any areas currently within City limits. It shall however, include all geographical areas as depicted in the Bradfordville Sector Plan Figure 10 and areas that are within the jurisdictional boundaries of CeRCA which shall be interpreted as going north to Proctor Road and including all of Proctor Road as the northern and western boundaries. Where there is no road boundary specified in this agreement, it shall be defined by a reliable watershed map defining the outermost lake basin. The map attached hereto as "Exhibit A" depicts the Bradfordville Study Area as defined in this agreement.

11) CeRCA agrees to file a notice of voluntary dismissal with prejudice in all cases it has filed against the County, including the list of cases attached hereto as "Exhibit B," after the County adopts the ordinance described in paragraph 2.

12) The parties hereby agree that this Agreement shall be incorporated into a Court order

in Case Number 97-2689 in the circuit court for Leon County and that the Court shall retain jurisdiction to enforce the provisions of this agreement, if necessary. In the event that either party finds it necessary to proceed to court to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs, including a reasonable attorney fee to be paid to the other party within 30 days of the rendition of the court's decision on any such request, unless there is a appeal, in which case there would be an automatic stay until resolution by the higher court.

13) CeRCA agrees to Intervene on behalf of Leon County in any administrative challenge, civil lawsuit or other contested proceeding arising out of the adoption of ordinances described in paragraph 2 and 4 of this agreement.

Done and entered on this 5th day of ~~April~~ MAY, 2003.

CENTERVILLE RURAL COMMUNITY ASSOCIATION, INC.

By: _____
Vice- President

APPROVED AS TO FORM:

BY: _____
Randall Denker, Esq.

LEON COUNTY, FLORIDA

By: _____
Tony Grippa, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

52