

IN THE FIFTH JUDICIAL CIRCUIT COURT  
IN AND FOR MARION COUNTY

RAINBOW RIVER RANCH, LLC and  
CONSERVATION LAND GROUP, LLC

Plaintiffs

v.

Case No. 10-1960-CA-A  
*and*

CITY OF DUNNELLON, FLORIDA

Case No. 09-6247-CA-B

Defendant.

and

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

(Intervenors)

\_\_\_\_\_/

**MOTION TO DENY CONSENT JUDGMENT**  
**(COUNT I - Case No. 10-1960-CA-A)**  
**and**  
**SETTLEMENT AGREEMENT**  
**(COUNT II - Case No. 09-6247-CA-B)**

Intervenors RAINBOW RIVER CONSERVATION, INC., a Florida Corporation, and FREDERICK S. JOHNSTON ET. AL. respectfully object to the Consent Final Judgment on Count I (Case No. 09-6247-CA-B) and the Proposed Settlement Agreement on Count II (Case No. 09-6247-CA-B) on the following grounds:

**Consent Final Judgment on Count I (Case No. 09-6247-CA-B)**

The vested rights claim fails because it fails to show reasonable reliance and a substantial expenditures and actions to develop the property under the 2001 Settlement Agreement. In order to prevail in a vested rights/equitable estoppel claim the plaintiff must show (1) in good faith reliance, (2) upon some act or omission of government, (3) made such a substantial change in position or has incurred such extensive obligations and expenses (4) that it would make it highly inequitable to interfere with the acquired right. Monroe County v. Ambrose, 866 So.2d 707 (Fla. App., 2003). The plaintiff in this action fails to meet all of the required elements of the test required to demonstrate vested rights or equitable estoppel. It is not reasonable to rely upon mere “oral” representations of the City Manager that the subject lands would not be subject to any subsequent amendments to the Comprehensive Plan and subsequent Ordinances.

Florida Statutes §163.3215 states that all development must be consistent with the duly adopted Comprehensive Plan including any duly-adopted amendments adopted under the amendment procedures set forth in Florida Statutes §163.3184 once the amendment becomes effective.

The City Manager does not have legal delegated authority to make such an oral proclamation or is incorrect in such a statement. Corona

Properties of Florida, Inc. v. Monroe County, 485 So.2d 1314 (Fla. 3d DCA 1986). Vested Rights or Equitable Estoppel cannot be asserted against a government entity based on mistaken statements of the law by a City Official. See Branca v. City of Miramar, 634 So.2d 604, 606 (Fla.1994). The appellants were on constructive notice of the contents of the ordinances adopting subsequent amendments to the Comprehensive Plan and Land Development Regulations and are presumed to have constructive knowledge of the nature and extent of the powers of governmental agents who issue permits. See Godson v. Town of Surfside, 150 Fla. 614, 8 So.2d 497, 498-99 (1942).

Further evidence of constructive (if not actual) knowledge is found in the express terms of the 2001 “Agreement Limiting Development” page 2, attached to, and forming the substantive basis of, the 2001 Stipulated Settlement Agreement with the State of Florida DCA indicating that a plan amendment would be required to increase the number of units that could be developed on the land, hence a future Comprehensive Plan Amendment could also decrease the amount of development in the future. See 2001 Settlement Agreement, page 2, attached.

d. No rezoning or plat was ever approved by the City in reliance on, and subsequent to, the 2001 Settlement Agreement(s). The mere

purchase of land without more does not create a right to rely on mere future land use designations, nor even the existing zoning. See City of Miami Beach v. 8701 Collins Ave., Inc., 77 So.2d 428 (Fla.1954). The developer must take substantial subsequent actions in reliance on the governmental act in order to qualify for vesting from newly adopted Plan Amendments and Land Development Regulations. This developer failed to obtain a rezoning.

The property owner was aware of the pending ordinances adopting the Comprehensive Plan Amendments and Land Development Regulations, yet never obtained or processed the necessary rezoning applications, site plan approval or building permits to begin development of the property under the terms of the 2001 Settlement Agreement. Vested rights do not accrue without a substantial change in position taken in reasonable reliance on the governmental act or omission. Monroe County v. Ambrose, 866 So.2d 707 (Fla. App., 2003).

In the instant case, (contrary to Ambrose) no steps were taken by the developer and no plat or rezoning was ever approved by the City. See, Id. (“Allowing Landowners who have not taken any steps to develop their property to obtain vested rights would be contrary to legislative intent. The result would clearly subvert significant legislation and regulations designed and enacted for the purpose of preserving our most precious lands.”)

The settlement agreement expressly contemplates and addresses Comprehensive Plan Amendments. Reliance on the City Manager's oral assurances that the development would not be subject to any changes in laws including subsequently-adopted Comprehensive Plan Amendments and Land Development Regulations is not "reasonable" given that Florida Statute §163.3125 is clear that all development orders must comply with the duly adopted Comprehensive Plan, and there was no substantial change in position or expenditures made by the developer subsequent to the 2001 Settlement Agreement(s) to obtain approval of a rezoning or otherwise reasonably "progress" the development of the property.

**Proposed Settlement Agreement**

**on Count II (Case No. 09-6247-CA-B)**

The proposed settlement agreement under the Bert Harris Act violates the terms of the 2001 Settlement Agreement because it would allow development on lots that are within the designated Conservation Areas of the 2001 Settlement Agreement; and contains many more than the 30 lots that would be allowed in the Agricultural Area and requires a Comprehensive Plan Amendment under Florida Statute §§163.3215 and 163.3184.

The Bert Harris Act, §70.001(4)(d), Fla. Stat. expressly requires that settlement agreements under the act be limited to “**appropriate relief**” and ensure that the public interest is protected:

"Whenever a governmental entity enters into a settlement agreement under this section which would have the effect of a modification, variance, or a special exception to the application of a rule, regulation, or ordinance as it would otherwise apply to the subject real property, the **relief granted shall protect the public interest served by the regulations at issue** and be the **appropriate relief** necessary to prevent the governmental regulatory effort from inordinately burdening the real property."

The state land planning agency, the State of Florida Department of Community Affairs (DCA), faxed a letter to the City of Dunnellon City Commission *See attached, DCA Letter dated March 19, 2010*, stating that this proposed settlement in this case violates a prior settlement agreement with DCA and violates Florida Statute §§163.3215 and 163.3184.

1. The proposed Settlement Agreement between the developer and the City **violates a prior settlement agreement with the State of Florida DCA** because it would allow development on lots that are within the designated Conservation Areas of the 2001 Settlement Agreement; and contains many more than the 30 lots that would be allowed in the parcel No. 2 (Agricultural Area). A copy of the “Agreement Limiting Development” signed by then property owner Cabbage Trust (Wendy Cabbage Straub as Trustee) and the City was recorded in the County public records and was

attached to the Stipulated Settlement Agreement with the State of Florida Department of Community Affairs (DCA) and is also attached hereto for ease of reference. Perhaps the discrepancy is most easily understood as depicted in the attached demonstrative exhibits: The first demonstrative exhibit labeled "2001 settlement agreement aerial" shows the land use designations following the 2001 settlement between the City and the DCA. The second demonstrative exhibit shows the Harris Act Settlement's proposed "Blue Run Plat with 2001 settlement agreement overlay" shows the proposed development plat that was attached to the recent Bert Harris settlement agreement overlaid on the 2001 settlement agreement land uses, which clearly depicts the inconsistency with the 2001 settlement agreement.

2. The proposed Settlement Agreement between the developer and the City **violates state law**, i.e., Florida Statute §§163.3215 and 163.3184. The proposed settlement agreement based on the Bert Harris Act Ch.70 Fla Stat can not override the provisions of the Growth Management Act Ch. 163, Fla. Stat. To the contrary Section 163.3211 of the Growth Management Act provides that chapter 163 takes precedence over chapter 70, Florida Statutes:

**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.

The settlement agreement goes beyond the mere agreement to process and submit a Comprehensive Plan Amendment for approval by the state land planning agency, the State of Florida Department of Community Affairs, under Florida Statutes §163.3184(3). This is a “sweetheart deal” that violates the Comprehensive Plan, Land Development Regulations and constitutional due process restrictions prohibiting contract zoning. See, Chisholm v Miami Beach, 830 So.2d 842 (Fla. 3rd DCA 2002). The City must not approve development, even under the Bert Harris Act, that violates chapter 163, Florida Statutes.

Further the development plan is inconsistent with the duly adopted comprehensive plan and land development regulations currently in effect. And the development plan is not in compliance with a previous, prior settlement with the state land planning agency. The proposed settlement therefore fails to follow appropriate statutory procedures, and fails to comply with applicable standards and criteria intended to protect the public interest in lands designated for conservation adjoining the Rainbow River. See, Chisholm v Miami Beach, 830 So.2d 842 (Fla. 3<sup>rd</sup> DCA 2002).

WHEREFORE, the court should deny the motion for consent judgment and settlement in the above styled case(s).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ralf Brook", with a long horizontal flourish extending to the right.

---

RALF BROOKES ATTORNEY  
Attorney for Intervenors, RRC Inc. et al  
Florida Bar No. 0778362  
1217 E Cape Coral Parkway #107  
Cape Coral, Florida 33904  
Telephone (239) 910-5464  
Facsimile (866) 341-6086  
[Ralf@RalfBrookesAttorney.com](mailto:Ralf@RalfBrookesAttorney.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by US mail on this **February 21, 2011** 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](mailto:marshaisg@bellsouth.net)

Kenneth G. Oertel, Esq.  
Oertel, Fernandez, Cole & Bryant, P.A.  
Attorney for:  
Conservation Land Group, LLC and Rainbow River Ranch LLC  
Post Office Box 1110  
Tallahassee, FL 32302-1110  
Fax: (850) 521-0720  
[koertel@ohfc.com](mailto:koertel@ohfc.com)



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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](mailto:ralf@ralfbrookesattorney.com)

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

DCA Letter dated March 19, 2010



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

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.

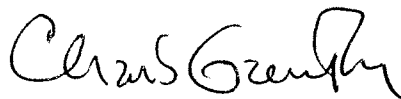
The Honorable Fred R. Ward, Mayor  
March 19, 2010  
Page 3

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

Penny Fleeger, Council Member  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 34431

Lynne McAndrew, Council Member  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 34431

The Honorable Fred R. Ward, Mayor  
March 19, 2010  
Page 4

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(407) 425-2690

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Oertel, Fernandez, Cole & Bryant, P.A.  
Post Office Box 1110  
Tallahassee, FL 32302-1110  
Fax: (850) 521-0720

Mr. Burt Eno  
9220 Southwest 193rd Circle  
Dunnellon, Florida 34432

Lisa Algieri, City Manager  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 34431  
[ialgieri@dunnellon.org](mailto:ialgieri@dunnellon.org)

Ms. Louise Kenny  
19970 Ibis Court  
Dunnellon, Florida 34432

2001 “Agreement Limiting Development”  
as recorded in County Land Records

1950 Rec  
OC

DAVID R. ELLSPERMANN, CLERK OF COURT  
FILE NUM 2001034568  
DATE: 04/11/2001 11:51:13  
OR BOOK/PAGE 02935/1118  
MARION COUNTY

This Instrument prepared by  
and return to:  
LANDIS V. CURRY, JR.  
AYRES, CLUSTER, CURRY & McCALL, P.A.  
Post Office Box 1148  
Ocala, Florida 34478



AGREEMENT LIMITING DEVELOPMENT

THIS AGREEMENT made this 22<sup>nd</sup> 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

City of Dunnellon  
20750 River Dr  
Dunnellon FL 34431



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 Tuttle, Jr.  
Name: GEORGE TUTTLE, JR.  
Please print or type

Dawn M. Downe  
Name: DAWN M. DOWNE  
Please print or type  
Amanda L. Roberts  
Name: AMANDA L. ROBERTS  
Please print or type

OWNER:

Wendy O. 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.

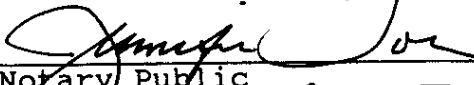
CITY OF DUNNELLO

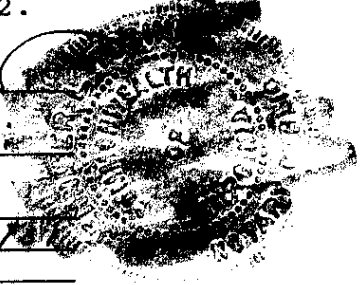
By: John Taylor  
Name: John Taylor  
Please print or type  
As: ~~XXXXXXXXXX~~ Mayor

FILE: 2001034568  
OR BOOK/PAGE 02935/1119

STATE OF Virginia  
COUNTY OF Alexandria  
CITY

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> 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: 5/31/06  
Personally known: Yes  
Produced Identification: \_\_\_\_\_  
Type of Identification produced: \_\_\_\_\_



FILE: 2001034568  
OR BOOK/PAGE 02935/1120

EXHIBIT "A"  
TO AGREEMENT LIMITING DEVELOPMENT

Legal Description of the Property

FILE: 2001034568  
OR BOOK/PAGE 02935/1121

DESCRIPTION: TOTAL AREA

The Northwest 1/4 of Southwest 1/4 of Section 30, Township 16 South, Range 19 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 16 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 16 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 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 S 49°56'00" W, 459.0 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 16 South, Range 18 East, and in the Northeast 1/4 of the Southwest 1/4 of said Section 25, Township 16 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 16 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 128.0 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.

Parcel No.2

DESCRIPTION: AGRICULTURAL

Part of Section 30, Township 16 South, Range 19 East, and Sections 25, and 36, Township 16 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 165 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°56'00" W, 459.0 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: 152 acres more or less and subject to existing County Roads.

Parcel No.1

DESCRIPTION: RESIDENTIAL MEDIUM-DENSITY AREA

Part of Section 25, Township 16 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 16 South, Range 18 East, Marion County, Florida, lying east of the old right-of-way of the SAL 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 16 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 Airline Railroad,  
AND the South 165 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 16 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 16 South, Range 18 East, said point being on a concrete monument on the West right of way line of the SAL Railroad, thence Southerly along said railroad right of way 622.0 feet to a concrete monument and the Point-of-Beginning (POB), thence West 128.0 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 SAL Railroad, thence northerly along the said westerly R/W line, to the POB, less except that portion within the SAL 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 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 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.

Parcel No.3

DESCRIPTION: COMMERCIAL AREA

Part of Sections 25 and 36, Township 16 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.

1st demonstrative exhibit

"2001 settlement agreement aerial"

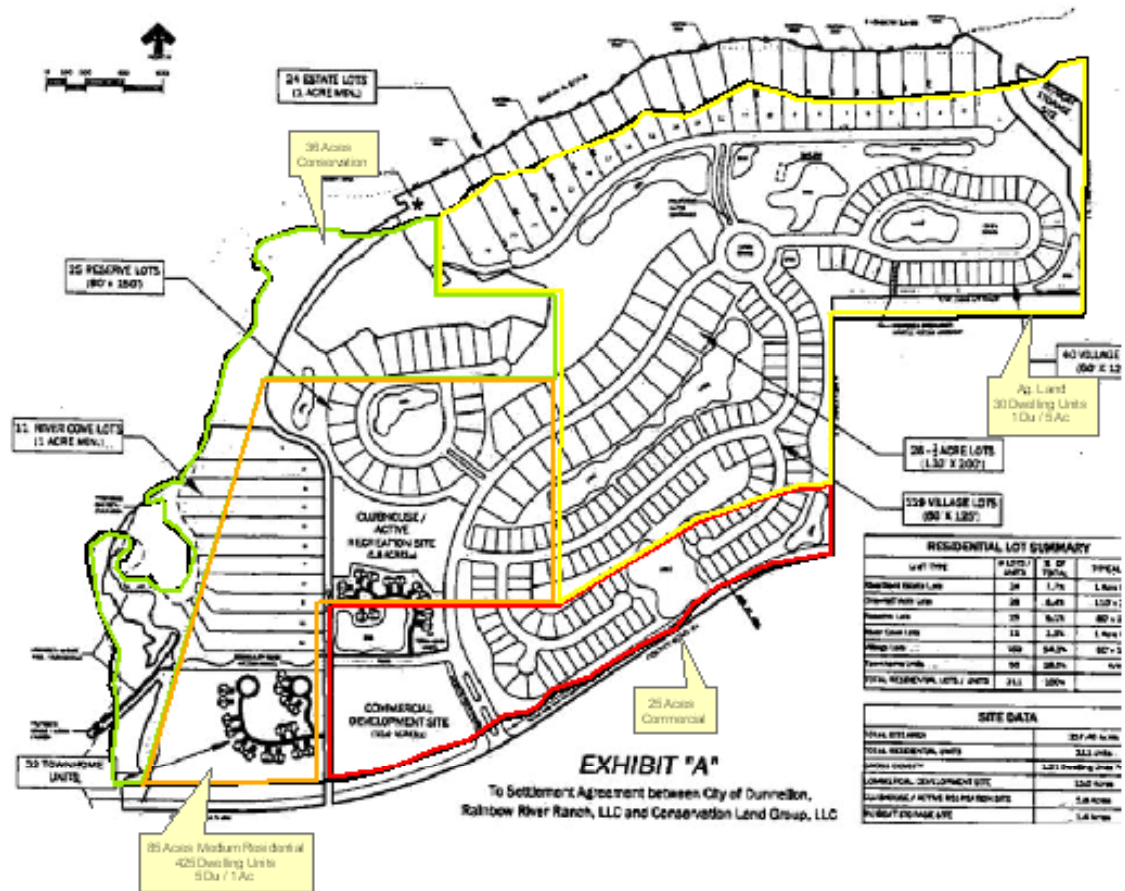
2001 settlement between the City and the DCA.



2<sup>nd</sup> demonstrative exhibit

Harris Act Proposed Settlement on 2001 settlement agreement overlay

**Blue Run Preserve  
2001  
Stipulated Settlement Agreement**



**EXHIBIT "A"**  
To Settlement Agreement between City of Dunnellon,  
Rainbow River Ranch, LLC and Conservation Land Group, LLC

| RESIDENTIAL LOT SUMMARY               |                |             |             |
|---------------------------------------|----------------|-------------|-------------|
| LOT TYPE                              | # LOTS / UNITS | % OF TOTAL  | TYPICAL     |
| ESTATE LOTS                           | 24             | 1.7%        | 1,800 sq ft |
| Preserve Lots                         | 25             | 1.7%        | 1,125 sq ft |
| River Curve Lots                      | 11             | 0.7%        | 80 x 12     |
| 28-2 Acre Lots                        | 12             | 0.7%        | 1,800 sq ft |
| 40 Village                            | 30             | 2.1%        | 30' x 150'  |
| 128 Village                           | 128            | 8.8%        | 500' x 125' |
| <b>TOTAL RESIDENTIAL LOTS / UNITS</b> | <b>211</b>     | <b>100%</b> |             |

| SITE DATA                          |                            |
|------------------------------------|----------------------------|
| TOTAL SITE AREA                    | 257.46 ac +/-              |
| TOTAL RESIDENTIAL UNITS            | 311 UNITS                  |
| UNITS PER ACRE                     | 1.21 Dwelling Units / Acre |
| COMMERCIAL DEVELOPMENT SITE        | 15.6 ACRES                 |
| CLUBHOUSE / ACTIVE RECREATION SITE | 3.8 ACRES                  |
| RESIDENTIAL DEVELOPMENT SITE       | 1.8 ACRES                  |

**Legend**

- Agriculture
- Conservation
- Commercial
- Medium Density Residential (MDR)

2001 Stipulated Settlement Agreement:  
Ag. area- 30 Residential Units  
MDR- 425 Residential Units  
Com- 125,000 sq ft

2010 Settlement Agreement  
349 Residential Dwelling Units  
100,000 sq ft Non-Residential  
\*Developer can TDR of additional units and sq ft

Author: Emily Howard  
Date: 8 April 2010



Note: This product has been compiled from the most accurate data available to the Department of Community Affairs. This product is for reference purposes only and is not to be construed as a legal document or survey instrument.



Florida Department  
of Community Affairs  
Division of  
Community Planning