

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CITY OF EDGEWOOD, a municipality
incorporated under the laws of Florida,
CRAIG ANDREWS, JAMES
MUSZYNSKI, MARK BASSETT,
HENRY ELLIS and ELSA ELLIS,

CASE NO. CI-93-7869

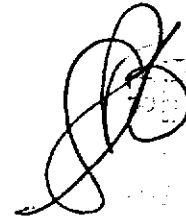
Orange Co FL 5583059
041896 10:23:07am
OR Bk 5043 Pg 3201

Plaintiffs,

vs.

FLORIDA DEPARTMENT OF
TRANSPORTATION, an agency of
the State of Florida, BEN WATTS,
NANCY HOUSTON, and JOHN H.
GRAY,

Defendants.



FILED IN OFFICE
CIVIL DIV.
96 APR 10 AM 9:08

SETTLEMENT AGREEMENT

Plaintiffs, CITY OF EDGEWOOD, CRAIG ANDREWS, JAMES MUSZYNSKI,
HENRY ELLIS and ELSA ELLIS ("Plaintiffs") and Defendants, FLORIDA DEPARTMENT
OF TRANSPORTATION ("FDOT"), BEN WATTS, NANCY HOUSTON and JOHN H.
GRAY ("Defendants"), (Plaintiffs and Defendants referred to collectively "the Parties") in
consideration of the mutual covenants herein contained hereby agree as follows:

I. DEFINITIONS

As used herein for the purposes of this Settlement Agreement ("Agreement"), the
following terms shall have the following meanings:

- a. Effective Date: The date of entry of an order by the Court approving this
Agreement.

- b. Van Maaren Parcel: The property referenced in the Complaint and designated as Parcel 73-135 by FDOT.
- c. Haney Parcel: The Property referenced in the Complaint and designated as Parcel 72-130 by FDOT.
- d. Surplus Properties: The Van Maaren Parcel and the Haney Parcel.
- e. Closing Dates: The Dates on which titles to the Surplus Properties are transferred by FDOT pursuant to this Agreement.

OR Bk 5043 Pg 3202
Orange Co FL 5583059

II. Terms of Agreement

- 1. Transfer of Surplus Properties:
 - a. Declaration of Surplus: Within ten (10) days from the Effective Date, FDOT shall execute a Declaration of Surplus Property with regard to the Surplus Properties and file a copy of the declaration with the Court and provide a copy to counsel for Plaintiffs.
 - b. Disposal of Surplus Properties: FDOT shall convey the Van Maaren Parcel and Haney Parcel to the City of Edgewood. FDOT has reviewed the resolution passed by the City of Edgewood and finds that it is legally sufficient.
 - c. Time Period for Conveyance of Properties: Within twenty (20) days from the date of Declaration of Surplus, FDOT shall transfer title to the Surplus Properties by Bargain and Sale Deed, in the form attached as Exhibit "A" hereto, to the City of Edgewood "as is" with no warranties of any nature whatsoever as to the condition of the property.

In the event title to either Surplus Property is not properly vested in FDOT's name, or if the transfer of title to either Surplus Property is not possible due to circumstances beyond the control of FDOT, then FDOT shall be allowed a reasonable extension of the Closing Date to take appropriate action to enable it to transfer title.

2. Abatement and Dismissal of Action:

OR Bk 5043 Pg 3203
Orange Co FL 5583059

- a. The Parties agree to abate this action until the Closing Date or until breach of this Settlement Agreement, whichever occurs first. The Parties shall submit this Agreement for approval to the Court upon its execution by counsel for the Parties. The Parties shall request that the Court enter its order approving this Agreement and abating this action as provided herein. The Parties agree that in the event of breach, this Settlement Agreement is enforceable by the Court by a decree of specific performance, and/or a non-breaching Party may elect to rescind this Settlement Agreement and the Court's abatement will be lifted.
- b. Within ten (10) days from the last Closing Date, Defendants shall file a notice of disposal with the Court and Plaintiffs shall within ten (10) days thereof file with the Court a notice of dismissal of the Fourth Amended Complaint with respect to the Defendants. The dismissal shall be with prejudice with respect to Counts I, III, VII, VIII and IX. Further, the Ellises stipulate to irrevocably withdraw as class Plaintiffs

and dismiss Counts X through XV. The Court shall retain jurisdiction to ensure compliance with this Agreement by the Parties.

OR Bk 5043 Pg 3204
Orange Co FL 5583059

3. Effective as of the date of filing the dismissal of the Fourth Amended Complaint, Plaintiffs shall be deemed to have released, satisfied and forever discharged Defendants of and from the causes of action, controversies, promises, claims and demands, in law or in equity, which Plaintiffs now have asserted or may have asserted against Defendants arising from the actions of the Defendants prior to the date of filing the dismissal of the Fourth Amended Complaint relating to the transportation facility known as the Central Connector and alleged in the above styled action.

In addition, effective as of the date of filing the dismissal of the Fourth Amended Complaint, Defendants shall be deemed to have released, satisfied and forever discharged the Plaintiffs of and from the causes of action, controversies, promises, claims and demand, in law or in equity, which Defendants now have asserted or may have asserted against Plaintiffs arising from the actions of the Plaintiffs prior to the date of filing the dismissal of the Fourth Amended Complaint relating to the transportation facility known as the Central Connector and alleged in the above styled action, including all claims arising from the prosecution of the above styled action.

The Parties acknowledge that they have had the benefit of counsel with respect to every aspect of this settlement that they fully understand the terms of this

release, and that they are settling all claims arising from the expenditure of funds on the Central Connector prior to the date of filing the dismissal of this action.

OR Bk 5043 Pg 3205
Orange Co FL 5583059

It is further understood and agreed that this settlement is the compromise of disputed claims and that the consideration for this release is not to be construed as an admission of liability on the part of either Plaintiffs or Defendants, which expressly deny any liability in this action.

It is further understood that the release referenced herein is not to be construed as a release of any claims arising from actions by either Plaintiffs or Defendants; occurring after the date of the dismissal of this action, nor shall it be construed as an admission that any of the Parties agree with any of the other Parties' interpretation of Florida Statutes governing any of the Parties.

It is further understood and agreed that no promise or agreement not expressed in this Settlement Agreement in the above referenced case, has been made to any of the Parties and that this Settlement Agreement contains the entire agreement between the Parties to it and that the terms of this Agreement are contractual and not a mere recital and that the terms of the Agreement are fully understood by the Parties hereto.

4. Cost and Fees: Upon the conveyance of the Surplus Properties by FDOT pursuant to this Settlement Agreement, Plaintiffs and Defendants shall bear their own costs and attorney's fees in connection with this action. If this Settlement Agreement is breached by any of the Parties and an action for

specific performance is required to enforce the terms hereof, the non-breaching Party shall be entitled to recover its reasonable attorneys fees and costs from the breaching party.

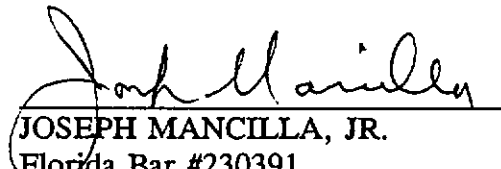
5. No Admission of Liability: The execution of this Agreement does not constitute an admission of liability or an admission against interest by Plaintiffs or Defendants as to any issue.

OR Bk 5043 Pg 3206
Orange Co FL 5583059



ROBERT C. WILKINS, JR.
Florida Bar #377732
Dittmer, Wohlust & Wilkins, P.A.
230 Lookout Place
Post Office Box 941690
Maitland, Florida 32794-1690
(407) 539-0009
Attorney for Plaintiffs

Date: 4/3/96



JOSEPH MANCILLA, JR.
Florida Bar #230391
Chief of General Litigation
Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458
(904) 488-6212
Attorney for Defendants

Date: 4-1-96

504145265

RESOLUTION 95-5
OF THE
CITY OF EDGEWOOD

WHEREAS, the City of Edgewood recognizes the public need to prevent, abate and mitigate the environmental harm resulting from surface water runoff (stormwater drainage) to lake systems in Orange County, and

WHEREAS, the City of Edgewood desires to help meet this need to prevent, abate and mitigate the environmental harm resulting from stormwater drainage, and

WHEREAS, the City of Edgewood recognizes the on-going environmental harm from stormwater drainage to the Lake Systems of Mary Jess and Holden in Orange County, and

WHEREAS, the Florida Department of Transportation (FDOT) holds title to real property known as the "Haney" and "Van Marren" Parcels that are surplus to the Department and not serving any transportation purpose, and

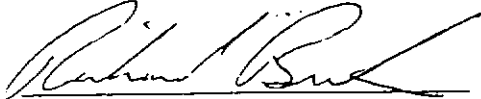
WHEREAS, the City of Edgewood is a city chartered under the laws of the State of Florida with the authority to acquire or otherwise take title to real property,

NOW THEREFORE BE IT RESOLVED:

that the City of Edgewood will accept title from the Florida Department of Transportation (FDOT) to that real property known as "Haney" and "Van Marren" Parcels, and

that these Parcels or the proceeds from their sale will be used to prevent, abate or mitigate environmental harm to the Lake Systems of Mary Jess and Holden.

ADOPTED THIS 7th DAY OF NOVEMBER, 1995


Richard Brinkman, Mayor

03-BSD.01-12/93

This instrument prepared by,
or under the direction of,

Department of Transportation
Address:

Parcel
Section
S.R. No.
County:

D E E D

THIS DEED, Made this _____ day of _____, 199____ by
_____, grantor, to the
_____, grantee: (Wherever used herein the terms "grantor" and "grantee" include all
the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the
successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other
valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in
_____ County, Florida, viz:

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and
year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

(type/print name)

(type/print name)

(type/print name)
Address: _____

51-1-A'

(type/print name) _____

(type/print name) _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 199__,
by _____, who is personally known to me or who has produced
_____ as identification.

(type/print name) _____
Address: _____

OR Bk 5043 Pg 3208
Recorded - Orange Co. FL 5583059
- Martha D. Haynie

(type/print name) _____
Notary Public in and for the County and
State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____