

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
OF THE STATE OF FLORIDA, IN AND FOR SARASOTA COUNTY

CHARLOTTE GOLF  
PARTNERS, LIMITED  
PARTNERSHIP,

Plaintiff,

v.

Case No.: 2004 CA 1628 SC  
Division "H"

CITY OF NORTH PORT  
and the CITY OF NORTH  
PORT CITY COMMISSIONERS,

Defendants.

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**MEDIATED SETTLEMENT AGREEMENT**

**BACKGROUND RECITAL**

A. Plaintiff, CHARLOTTE GOLF PARTNERS, LIMITED PARTNERSHIP ("CHARLOTTE GOLF"), Defendant CITY OF NORTH PORT and CITY OF NORTH PORT CITY COMMISSION (the "CITY") and Intervenor, JAMES H. GLASS, JAMES BLUCHER and the SABAL TRACE HOMEOWNERS ALLIANCE, INC. (the "Intervenor") are parties to the above-captioned litigation (collectively the "Parties").

B. Charlotte Golf owns approximately 207 acres of land depicted in Exhibit "A" attached hereto ("the Property") located within the municipal boundaries of the City upon which is located the Sabal Trace Golf and Country Club consisting of a 18-hole golf course, driving range and clubhouse facilities. The Property is surrounded by existing residential development and some of the residents are either members of or use the golf course, driving range and clubhouse facilities. This litigation arose as a result of the City's enactment and application to the Property as depicted in Exhibit "A" of the Commercial/Recreational ("ComRec") zoning classification, and ultimately centered around the nature and extent of additional future development which should be authorized by the City on the Property.

C. The Parties mediated the issues involved in this litigation on May 12 and June 10, 2005.

D. As a result of the mediated proceedings, the Parties enter into this Settlement Agreement to resolve, in a fair and reasonable manner, all claims and issues in the above-captioned proceeding and to avoid further litigation.

## AGREEMENT

The Parties agree as follows:

1. Within forty-five (45) days of execution of this agreement by the Parties, Charlotte Golf shall submit an application for approval of the residential and golf course development depicted in Exhibit "A" (the "Application") with the modifications set forth herein and with any modifications necessary to comply with the Planned Community Development/ Conditional Use approval process set forth in sections 53-102.D and E and 53-269 of the City's Unified Land Development Code ("ULDC") and other applicable City of North Port codes (the "PCD Process"). The Application shall also include the community and structural concepts delineated in Exhibit "B".
2. Upon receipt of the Application, the City staff shall process the Application in accordance with the PCD Process. The City staff and the Intervenors will recommend that the Planning and Zoning Board and City Commission approve the residential and golf course development depicted in Exhibit "A" with the modifications set forth herein and with any modifications necessary to comply with applicable City of North Port codes.
3. Once approved through the PCD Process, the approved plan and its conditions shall be vested against subsequent amendments to the ULDC except those necessary to protect the public health and safety from imminent peril.
4. In the event that the City Commission fails to approve the Application with any other modifications approved by Charlotte Golf Partners through the PCD Process as described above within one-hundred twenty (120) days of Charlotte Golf's submission of the Application (the "PCD Approval Period"), this agreement shall terminate unless the PCD Approval Period is extended by mutual agreement of the Parties.
5. By June 13, 2005, the Parties shall move the Court to abate the above-captioned litigation and defer ruling on all pending motions during the PCD Approval Period.
6. No later than the date of recording in the official records of the first final plat for the residential development approved pursuant to this Agreement, Charlotte Golf shall record a real property covenant running with the land in favor of the adjacent property, providing that the golf course depicted in Exhibit "A" will continue to be dedicated to that use.
7. No protective netting shall be used on the golf course.
8. On hole #10 as depicted in Exhibit "A", the white tees shall be re-oriented to redirect the centerline of the golf hole away from existing houses, and the blue tees on #10 will be positioned so that there is a landscaped barrier protecting existing houses from errant shots.
9. Fees for existing members of the golf club (as of 6-10-05) will remain at the 6-10-05 level for a period of five (5) years. The five-year period will begin upon completion of the

new golf course. After the five-year period, the fees for existing members may be increased annually at a rate not to exceed the Consumer Price Index for the previous year. In any event, the fees shall not exceed the fees paid by members outside of the group defined herein as existing members.

10. No later than fifteen (15) days after the PCD/Conditional Use approval contemplated herein becomes final and non-appealable, Charlotte Golf shall dismiss with prejudice the pending above-captioned litigation. No further claims or causes of actions may be filed by any action of the parties in regards to the issues raised or that could have been raised in the above-captioned litigation. Upon dismissal, Charlotte Golf shall provide a general release to the City of North Port and city personnel.

11. Each party shall bear its own costs and attorney's fees incurred in the above-captioned litigation and the mediation of this matter and any subsequent third-party claims.

12. The Parties to this Settlement Agreement shall proceed in good faith to implement the provisions of this Settlement Agreement and agree to cooperate with each other in the implementation of this Settlement Agreement and subsequent development applications.

13. This Settlement Agreement was drafted by the mediator in this case, Carlos Alvarez, Esquire, Tallahassee, Florida, with the assistance and input of all the parties and attorneys to this Settlement Agreement.

14. This Settlement Agreement shall constitute the complete settlement of all issues raised or that could have been raised in the above-captioned litigation by the undersigned parties.

15. The Parties have negotiated in good faith with counsel present and agreed to the conditions and stipulations in this settlement as a fair and reasonable settlement of the claims in this action.

16. This agreement is contingent upon the issuance of a final, non-appealable development order approving the residential golf course development contemplated hereunder. In the event of a third party judicial challenge to such development order, the City and Charlotte Golf shall exercise reasonable best efforts to defend, and the Intervenors shall not take any actions in support of such challenge. If such challenge is successful, the City and Charlotte Golf shall take such actions as are reasonably necessary and proper to cure the legal defect(s) upon which the success of such challenge is based in a manner consistent with the intent of Parties in entering into this Agreement. In the event such defect(s) cannot be cured in a manner consistent with Charlotte Golf's intent in entering into this agreement, it may terminate this agreement and reinstitute the litigation.

Signed and executed in triplicate originals by the Parties and their undersigned attorneys on the date listed above.

PARTIES' SIGNATURES

For Charlotte Golf Partners, Limited Partnership

By: Matthew F. Mootz MATTHEW F. MOOTZ  
Its: GP of Charlotte Partnership

By: David Smolker David Smolker  
Attorney for Charlotte Golf Partners Limited Partnership

For The City of North Port

By: Samuel K. Jones  
Its: Planning Department

By: Robert K. Robinson Robert K. Robinson  
City of North Port City Attorney

By: Alan W. Roddy Alan W. Roddy  
Special Counsel to City of North Port

For Intervenor

Sabal Trace Homeowners Alliance, Inc.

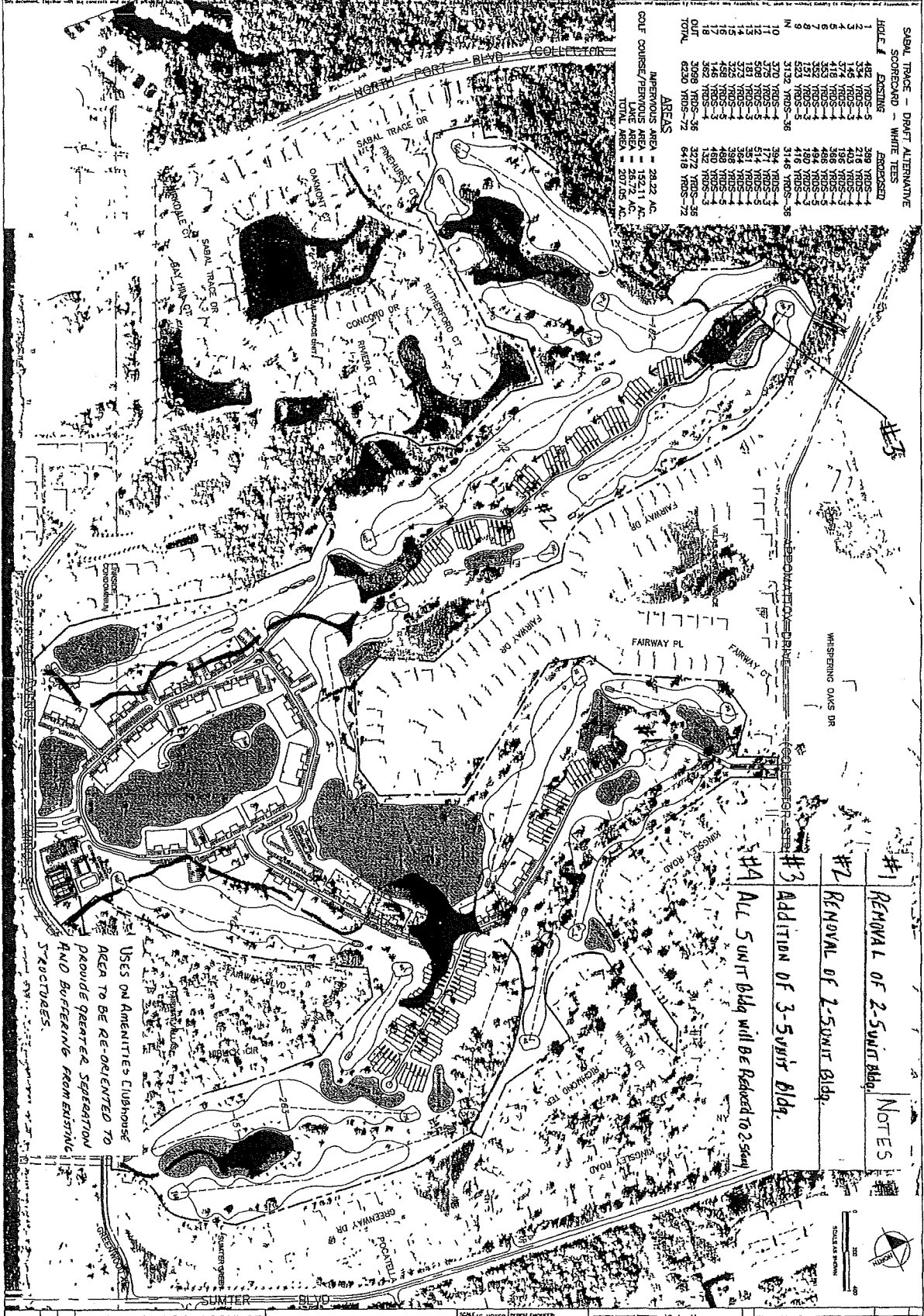
By: Jack Fourrier  
Its: Jack Fourrier Pres- HTO Alliance

James Blucher, Individually

James Blucher JAMES BLUCHER

James Glass, Individually

By: Robert Lukoff ROBERT LUKOFF  
Attorney for Sabal Trace Homeowners Alliance, Inc.,  
James Blucher and James Glass



**SABAL TRACE - DRAFT ALTERNATIVE SCORECARD - WHITE TEES**

HOLE #	EXISTING	PROPOSED
1	482 YDS	389 YDS
2	374 YDS	216 YDS
3	374 YDS	374 YDS
4	418 YDS	388 YDS
5	332 YDS	332 YDS
6	494 YDS	494 YDS
7	323 YDS	180 YDS
8	323 YDS	116 YDS
9	370 YDS	384 YDS
10	370 YDS	171 YDS
11	508 YDS	514 YDS
12	372 YDS	354 YDS
13	372 YDS	354 YDS
14	322 YDS	388 YDS
15	488 YDS	488 YDS
16	382 YDS	132 YDS
17	382 YDS	132 YDS
18	3088 YDS	3272 YDS
19	6230 YDS	6418 YDS
TOTAL		

**AREAS**

IMPERVIOUS AREA = 28.22 AC.  
 GOLF COURSE/IMPERVIOUS AREA = 152.11 AC.  
 LAKE AREA = 28.72 AC.  
 TOTAL AREA = 207.05 AC.

EXHIBIT A.

#	NOTES
#1	REMOVAL OF 2.5 UNIT Bldg.
#2	REMOVAL OF 2.5 UNIT Bldg.
#3	ADDITION OF 3-5 UNIT Bldg.
#4	ALL 5 UNIT Bldg will be Reduced to 2.5 unit

S-1	SABAL TRACE GOLF COURSE PRELIMINARY SUBDIVISION PLAN SARASOTA COUNTY FLORIDA	SCALE AS NOTED	DESIGNED BY PETER J. VAN DERKORP, P.E.	Kirkley-Horn and Associates, Inc. © 2002 KIRKLEY-HORN AND ASSOCIATES, INC. 2700 PINEAPPLE TRAIL, SUITE 200, PALM BEACH, FL 33480 TEL: 561-833-1442 FAX: 561-833-1443	REVISIONS	DATE	BY
		CHECKED BY PTV	SEAL 36859				

EXHIBIT A.

## EXHIBIT B

### **Community and Structural Concepts**

#### Community:

1. Deed Restricted Community
2. Golf Course Preservation/Conservation- Perpetuity
3. New Grand front entrance features
4. Split amenities area
5. Unique housing stock variations in Mediterranean style.  
Standard architectural restrictions
6. Single loaded roads running North and South on the  
west side of the property
7. Separation between units running North and South  
(more open space)
8. Some flow through visual areas on existing perimeter  
residential views
9. Interconnection of internal road system and golf  
course cart paths
10. Clustering nearer Greenwood/Reduction in  
overall units

#### Structural Concepts

1. Mid-Rise buildings – 6 units on 4 floors
2. Villa – 2 plex/4 plex and attached SF-5 units – 2 story
3. Conceptual floor plans
4. Conceptual square footage – 1325 to 1800
5. Cross section of Mid-Rise building/elevation not to  
exceed 50'