

PLEASE RETURN TO:  
Amanda Roberts, City Clerk  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 34431

The Exhibit to this agreement is not ADA compliant.  
Available upon request by contacting the City Clerk  
352-465-8500 or  
mroberts@dunnellon.org

**AGREEMENT BETWEEN CITY OF DUNNELLON & GISSY RAINBOW RIVER RANCH, LLC  
RE:**

**CONSERVATION LAND GROUP LLC, RAINBOW RIVER RANCH LLC  
and THE CITY OF DUNNELLON SETTLEMENT AGREEMENT 2019**

This Agreement is between Gissy Rainbow River Ranch, LLC (the “CURRENT PROPERTY OWNER”) and the City of Dunnellon (“CITY”).

WHEREAS, the CURRENT PROPERTY OWNER purchased real property (more particularly described in **Exhibit A**, attached hereto, and hereinafter referenced as the “Property”) which was formerly subject to claims brought by Rainbow River Ranch, LLC and Conservation Group, LLC (collectively, the “PRIOR PROPERTY OWNER”) against the CITY, including claims under the Bert Harris Act, FLA. STAT. §§ 70.001, *et. seq.*, in Case No. 10-1960-CA-B consolidated with Case No. 09-6247-CA-B and styled In Re: City of Dunnellon, Florida, Rainbow River Ranch, LLC, and Conservation Land Group, LLC, Joint Petitioners (hereinafter, all claims and counterclaims at issue in the prior litigation shall be referred to as the “Claims”); and

WHEREAS, the Claims were dismissed with prejudice by joint stipulation between the PRIOR PROPERTY OWNER and the CITY on November 21, 2019, following a settlement agreement dated November 12, 2019 and recorded in Marion County Official Records, Book 7081, Pages 1809-1814 (the “Superseding Settlement Agreement”); and

WHEREAS, the Superseding Settlement Agreement acknowledged that all Claims and prior rights, duties, and obligations between the parties were moot because the PRIOR PROPERTY OWNER sold all

of its interest in the properties at issue in the Claims; and

WHEREAS, before entering into the Superseding Settlement Agreement, the CITY entered into an earlier settlement agreement, dated June 20, 2018, with the PRIOR PROPERTY OWNER which was itself intended to supersede and replace a previous amended settlement agreement dated September 24, 2012 (the June 20, 2018 and September 24, 2012 settlement agreements collectively referred to hereinafter as, the “Previous Settlement Agreements”); and

WHEREAS, the Previous Settlement Agreements were intended, in part, to allow the parties to implement a joint development plan, purportedly created restrictions running with the land on the Property and created obligations on behalf of the CITY; however, the September 24, 2012 amended settlement agreement was never effective because its terms and conditions were expressly contingent on approval by the Circuit Court and said approval was vacated by the Fifth District Court of Appeal in *Rainbow River Conservation, Inc. v. Rainbow River Ranch, LLC*, Case No. 5D15-2436, 189 So. 3d 312 (Fla. 5th DCA 2016), and the terms of the June 20, 2018, settlement agreement have been rendered moot by the PRIOR PROPERTY OWNER’s sale of the property and by the terms of the Superseding Settlement Agreement; and

WHEREAS, although there are in fact no restrictions running with the land or obligations on the CITY or CURRENT PROPERTY OWNER arising or flowing from the Previous Settlement Agreements, in an abundance of caution, the CURRENT PROPERTY OWNER and the CITY hereby enter into this Agreement, to be recorded, ensuring that no such restrictions running with the land or obligations on either the CITY or the CURRENT PROPERTY OWNER exist by virtue of the Previous Settlement Agreements.

NOW, THEREFORE, in consideration of the premises hereof, the recitals above, the mutual covenants set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the CURRENT PROPERTY OWNER and the CITY, the parties hereby agree as follows:

1. The foregoing recitals are true and correct, and are fully incorporated herein.
2. The Previous Settlement Agreements are hereby acknowledged as moot and without any effect upon the Property, the CURRENT PROPERTY OWNER or the CITY.
3. To the extent any third party or court may find any term or condition of the Previous Settlement Agreements, for any reason, to have any effect or impose any restriction on the Property or any obligations, rights or duties on any party, the CURRENT PROPERTY OWNER and the CITY agree that all such terms and conditions are hereby vacated, terminated, and/or withdrawn.
4. Any and all restrictions imposed on the Property by the Previous Settlement Agreements are hereby vacated, terminated, and/or withdrawn, and any and all development on the Property shall proceed in accordance with the laws and regulations of the State of Florida, Marion County, and the City of Dunnellon as amended.
5. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein. There are no oral or written agreements, representations or inducements of any kind between the parties that are not contained in this Agreement. All such oral or written agreements, representations or inducements are hereby merged into this Agreement. This Agreement may only be altered or amended, in whole or in part, by a written instrument setting forth such changes and executed by the parties.
6. The signatories to this Agreement have the authority and are expressly authorized to resolve all matters as set forth herein and by their signatures here represent and affirm their authority to execute Agreement.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. **Any action filed to enforce the terms of this Agreement shall exclusively be filed in federal district court or Florida circuit court having jurisdiction in Marion County, Florida.**
8. This Agreement shall be recorded in the Public Records of Marion County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below:

[SIGNATURES ON FOLLOWING PAGES]

**GISSY RAINBOW RIVER RANCH, LLC**

By: \_\_\_\_\_  
James Gissy, Managing Member

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by James Gissy, as Managing Member of Gissy Rainbow River Ranch, LLC, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me and did not take an oath.

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name  
My Commission Expires

**CITY OF DUNNELLON**

By: \_\_\_\_\_  
C. Dale Burns, Jr., Mayor

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by C. Dale Burns, Jr., as Mayor of the City of Dunnellon, a Florida Municipal Corporation, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me and did not take an oath.

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name  
My Commission Expires