

# **ADD-ON**

**Attached is Agenda Item #15**

**Approval of an Addendum to Settlement and Forbearance Agreement to Resolve Litigation Related to a Proposed Gas Station on Crump Road**

*(This is a Consent Item)*

**Meeting of Tuesday, November 18, 2014**

**This document distributed November 17, 2014**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #15

November 18, 2014

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

**Title:** Approval of an Addendum to Settlement and Forbearance Agreement to Resolve Litigation Related to a Proposed Gas Station on Crump Road

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Laura M. Youmans, Assistant County Attorney

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Approve the Addendum to Settlement and Forbearance Agreement to resolve litigation related to a proposed gas station on Crump Road (Attachment #1).

## **Report and Discussion**

### **Background:**

On May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a written preliminary decision approved a three-island, seven-pump gas station and associated 2,904 square foot convenience store near the intersection of Crump Road and Miccosukee Road.

On June 5, 2014, Ms. Thelma Crump, who owns property next to the subject site, filed a Petition for Quasi-judicial Hearing challenging the issuance of the recommended approval as inconsistent with provisions of the Leon County Comprehensive Plan and Land Development Code. The developer, Mr. Williams Glen Brown, intervened in the proceeding.

Prior to holding a hearing on the matter, the Petitioner and Intervener agreed to attend mediation to resolve the dispute. Mediation was held on July 31 at the County Attorney's Office. The resulting Settlement and Forbearance Agreement (Attachment #2) between the County, Ms. Crump, Mr. Brown, and Keep it Rural Inc. was approved by the Board on September 23 and became effective on September 29.

### **Analysis:**

Pursuant to the terms of the Settlement and Forbearance Agreement, the County has sixty (60) days from the effective date of the Agreement to adopt changes to the Land Development Code. If these changes were not adopted, the Agreement would become void and litigation would proceed. Staff did not have sufficient time to advertise and hold the two public hearings required to adopt changes to the zoning code prior to the expiration of the sixty (60) days. To avoid voiding the Agreement, the parties have agreed to enter into an Addendum to the Settlement and Forbearance Agreement, which will extend the time for the Board to adopt the changes to the Land Development Code until December 19, 2014.

### **Options:**

1. Approve the Addendum to Settlement and Forbearance Agreement to resolve litigation related to a proposed gas station on Crump Road (Attachment #1).
2. Do not approve the Addendum to Settlement and Forbearance Agreement.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Proposed Addendum to Settlement and Forbearance Agreement
2. Executed Settlement and Forbearance Agreement.

DRAFT DATED 11-13-14

**ADDENDUM TO SETTLEMENT AND FORBEARANCE AGREEMENT**

THIS ADDENDUM TO SETTLEMENT AND FORBEARANCE AGREEMENT (“Addendum”) is made and entered into on this \_\_\_\_ day of November 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLENN BROWN, and LEON COUNTY, FLORIDA (“County”) (collectively, “Parties”).

**RECITALS:**

WHEREAS, on June 5, 2014, Thelma Crump filed a “Petition for a *De Novo* Quasi-Judicial Hearing” (“Petition”) to challenge the County’s Written Preliminary Decision approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida (“Commercial Project”); and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump’s Petition to the State of Florida Division of Administrative Hearings for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump’s Petition, said case being styled as *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 (“DOAH Proceeding”); and

WHEREAS, on or about September 29, 2014, the Parties entered into a Settlement and Forbearance Agreement (“Settlement Agreement”) to amicably resolve the DOAH Proceeding; and

WHEREAS, pursuant to Paragraph 3 of the Settlement Agreement, the Parties’ obligations and rights thereunder are expressly made contingent upon the approval by the Leon County Board of County Commissioners (“BOCC”) of an amendment to the County’s Land Development Code (“LDC”) prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as “Rural” on the County’s Future Land Use Map within sixty (60) days of the Effective Date of the Settlement Agreement; and

WHEREAS, pursuant to Paragraph 2 of the Settlement Agreement, the Parties are required to take certain other actions within numerous other specified time-frames; and

WHEREAS, the Parties desire to enter into this Addendum to extend certain time-frames in Paragraphs 2.A. and 3 of the Settlement Agreement.

**DRAFT DATED 11-13-14**

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Addendum for all purposes.

2. **Extension of Time-Frames.** In connection with the Parties' execution of this Addendum and the covenants and terms herein, the Parties agree as follows:

A. Paragraph 2.A. of the Settlement Agreement is hereby amended to extend the time-frame set forth therein until and through December 19, 2014, for the BOCC to consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.

B. Paragraph 3 of the Settlement Agreement is hereby amended to extend the time-frame set forth therein until and through December 19, 2014, for the BOCC to approve an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the County does not vote to approve the foregoing LDC amendment by December 19, 2014, the Settlement Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding.

3. **Ratification.** Except as specifically modified or supplemented by Paragraph 2 above, the Settlement Agreement remains in full force and effect and is hereby ratified and confirmed by the Parties. From and after the last date of execution of this Addendum, all references to the Settlement Agreement shall be deemed to refer to the Settlement Agreement as supplemented by this Addendum.

4. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties hereto and all of which shall constitute one and the same agreement. The Parties hereto further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Addendum fully and legally effective, binding, and enforceable as between them and as against third parties.

**DRAFT DATED 11-13-14**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Addendum to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

**WITNESSES**

**THELMA CRUMP**

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

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November 2014, by THELMA CRUMP. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

(Notary Seal)

Printed Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

**DRAFT DATED 11-13-14**

**WITNESSES**

**KEEP IT RURAL, INC.**

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

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November 2014, by \_\_\_\_\_, as \_\_\_\_\_ of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

(Notary Seal)

Printed Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

**DRAFT DATED 11-13-14**

**WITNESSES**

**WILLIAM GLENN BROWN**

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

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November 2014, by WILLIAM GLENN BROWN. Said person (check one)  G is personally known to me or  G produced \_\_\_\_\_ as identification.

(Notary Seal)

Printed Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_



**DRAFT DATED 11-13-14**

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Kristin Dozier, Chairman  
Board of County Commissioners

ATTEST:  
Bob Izner, Clerk of the Circuit Court  
and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esquire  
County Attorney

**SETTLEMENT AND FORBEARANCE AGREEMENT**

THIS SETTLEMENT AND FORBEARANCE AGREEMENT ("Agreement") is made and entered into on this 29 day of September 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLENN BROWN, and LEON COUNTY, FLORIDA ("County") (collectively "Parties").

**RECITALS:**

WHEREAS, on May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a "Written Preliminary Decision" approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida ("Commercial Project"); and

WHEREAS, the Commercial Project is approved to be located on Parcel Number: 12-04-20-018-000-0 in Leon County, Florida ("Property"), which is owned by William Glenn Brown; and

WHEREAS, on June 5, 2014, pursuant to Section 10-7.414 of the Leon County Land Development Code ("County's LDC"), Thelma Crump filed a "Petition for a *De Novo* Quasi-Judicial Hearing" ("Petition") in which Ms. Crump alleged that the proposed Commercial Project violated several requirements of the County's Comprehensive Plan and the County's LDC; and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump's Petition to the State of Florida Division of Administrative Hearings ("DOAH") for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump's Petition; and

WHEREAS, on or about June 16, 2014, the DOAH assigned an Administrative Law Judge in *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 ("DOAH Proceeding"), and scheduled the Final Hearing for September 8 and 9, 2014; and

WHEREAS, on June 23, 2014, Mr. Brown intervened in the DOAH Proceeding; and

WHEREAS, on July 31, 2014, the Parties participated in a mediation conference in an attempt to amicably resolve their dispute and the DOAH Proceeding; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of resolving the DOAH Proceeding, and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners ("BOCC") shall consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.
- B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as "Rural" on the County's Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.
- C. Within seventy (70) days of the Effective Date of this Agreement, Mr. Brown shall: (i) withdraw his application for the proposed Commercial Project; (ii) abandon the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014; and (iii) record a deed restriction for the Property restricting the use of the Property to one (1) single-family residence.
- D. Within five (5) days after Mr. Brown fulfills all of the requirements of Paragraph 2.C above, Ms. Crump shall file a Notice of Voluntary Dismissal with Prejudice in the DOAH Proceeding.
- E. Within ninety (90) days of the Effective Date of this Agreement, the County shall pay \$36,250.00 to Mr. Brown as reimbursement of fees and costs that Mr. Brown incurred during the permitting process for the Commercial Project and during the DOAH Proceeding.

- F. Within ninety (90) days of the Effective Date of this Agreement, Keep It Rural, Inc., shall pay \$25,000.00 to Mr. Brown as compensation for Mr. Brown's withdrawal of his application for the proposed Commercial Project and abandonment of the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014.
- G. Within ninety (90) days of the Effective Date of this Agreement, Ms. Crump shall pay \$70,000.00 to Mr. Brown pursuant to a Purchase and Sale Agreement for Ms. Crump's purchase of the Property, in fee simple, from Mr. Brown. Such purchase is contingent upon Ms. Crump's ability to obtain financing for such purchase from a financial institution. If Ms. Crump is unable to obtain such financing, Mr. Brown shall be entitled to retain the Property subject to all of the conditions of this Agreement, including, but not limited to, the conditions set forth in Paragraph 2.C above.
- H. Mr. Brown shall retain the right to harvest the corn that is currently planted on the Property, provided such harvest occurs no later than September 30, 2014.

3. **Scope of Agreement.** The Parties' obligations and rights under this Agreement are expressly made contingent upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the BOCC does not approve this Agreement and does not approve, within sixty (60) days of the Effective Date of this Agreement, an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding. All parties expressly acknowledge that this Agreement is not contingent upon the BOCC taking any action in regard to whether convenience stores should be allowed or prohibited on property designated as "Rural" on the County's Future Land Use Map.

4. **Authority.** Except as expressly set forth herein, each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County unless and until the BOCC approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, directors, and members of the Parties.

7. **Non-Waiver.** Failure by any party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and such party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

A. Ms. Crump hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Ms. Crump ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Ms. Crump covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- B. Keep It Rural, Inc., hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Keep It Rural, Inc., ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Keep It Rural, Inc., covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- C. Mr. Brown hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Mr. Brown ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Mr. Brown covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and the

County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- D. The County hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and Mr. Brown from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the County ever had or now has, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, the County covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and Mr. Brown that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and Mr. Brown with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- E. These releases shall become effective only upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map.

9. **Interpretation; Headings.** All Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs, time, and uncertainty associated with the DOAH Proceeding and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. All Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties.

14. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the DOAH Proceeding, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is



not intended by any party to be construed, and shall not be construed, as an admission by Mr. Brown or the County of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances. Any party's waiver of any breach of this Agreement or forbearance from action shall not be a continuing waiver or a waiver of any other breach of this Agreement.

15. Attorneys' Fees; Costs. Except as set forth in Paragraph 2.E above, the Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the DOAH Proceeding and in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in the DOAH Proceeding.

16. Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Ms. Crump:

Thelma Crump  
8848 Miccosukee Road  
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire  
Theriaque & Spain  
433 North Magnolia Drive  
Tallahassee, Florida 32308

(b) To Keep It Rural, Inc.:

Keep It Rural, Inc.  
c/o Jeff Blair, Registered Agent  
9143 Stargate Way  
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire  
Theriaque & Spain  
433 North Magnolia Drive  
Tallahassee, Florida 32308

(c) To Mr. Brown:

William Glenn Brown  
2802 Topaz Way  
Tallahassee, Florida 32309

With a copy to:

Dan R. Stengle, Esquire  
Dan R. Stengle, Attorney, LLC  
502 North Adams Street  
Tallahassee, Florida 32301

(d) To Leon County:

Board of County Commissioners  
Attn: Vincent S. Long, County Administrator  
Leon County Courthouse  
301 S. Monroe Street  
Tallahassee, Florida 32301

With a copy to:

Leon County Attorney's Office  
Attn: Herbert W. A. Thiele, Esquire  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date**. This Agreement shall become effective upon the date of execution by the last of the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

19. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

WITNESSES

THELMA CRUMP

R. Phillips  
Print Name: R. Phillips

By: Thelma Crump

Name: Thelma Crump

M. W. W.  
Print Name: George W. W.

Date: September 8, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of <sup>September</sup> ~~August~~ 2014, by THELMA CRUMP. Said person (check one)  is personally known to me or  produced FL DL as identification.

(Notary Seal)

Printed Name: DOROTHY IRVINE  
Notary Public, State of FL  
Commission No. EE 044976  
My commission expires: 11/28/2014



WITNESSES

KEEP IT RURAL, INC.

Virginia Williams  
Print Name: VIRGINIA WILLIAMS

Christin Pedersen  
Print Name: Christin Pedersen

By: \_\_\_\_\_

Name: JEFF BLAIR

Its: PRESIDENT

Date: 9/8/14

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of August 2014, by JEFF BLAIR, as PRESIDENT of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one)  is personally known to me or  produced DRIVERS LICENSE as identification.  
B400-421-54-452-0

(Notary Seal)

Printed Name: KATHRYN PENNINGTON  
Notary Public, State of FLORIDA  
Commission No. EE 846092  
My commission expires: 11/24/2016



WITNESSES

WILLIAM GLENN BROWN

[Signature]  
Print Name: Jeremy Branch

[Signature]  
Print Name: Paige Carter Smith

By: William Glenn Brown  
Name: WILLIAM GLENN BROWN  
Date: September 2, 2014

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of September 2014, by WILLIAM GLENN BROWN. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.


(Notary Seal)



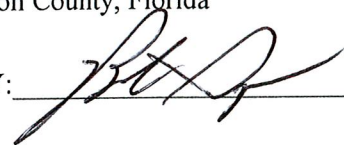
Printed Name: DAN R STENGLE  
Notary Public, State of FLORIDA  
Commission No. 146591  
My commission expires: 7/30/2018



LEON COUNTY, FLORIDA

BY:   
Kristin Dozier, Chairman  
Board of County Commissioners

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

BY: 

Approved as to Form:  
Leon County Attorney's Office

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