

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

**Tuesday, September 23, 2014
3:00 P.M.**

County Commission Chambers
Leon County Courthouse
301 South Monroe Street
Tallahassee, FL

COUNTY COMMISSIONERS

Kristin Dozier, Chairman
District 5

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3



Mary Ann Lindley, Vice Chair
At-Large

Bryan Desloge
District 4

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Selected agenda items are available on the Leon County Home Page at: www.leoncountyfl.gov. Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at www.clerk.leon.fl.us

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Sec. 286.0105, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, September 23, 2014, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Jane Sauls

AWARDS AND PRESENTATIONS

CONSENT

1. Approval of Joint City/County Agreement with the Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls
(County Administrator/County Administration)
2. Approval of Payment of Bills and Vouchers Submitted for September 23, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 24 through October 13, 2014
(County Administrator/Financial Stewardship/Office of Management & Budget)
3. Adoption of Proposed Revised Policy No. 06-3, "Homestead Prevention Loss Program"
(County Administrator/Financial Stewardship/Office of Management & Budget)
4. Approval of Fiscal Year 2013/2014 Tangible Personal Property Annual Report
(County Administrator/Financial Stewardship/Purchasing)
5. Approval to Award Bid to LGX Corporation for Reverse Auction Services
(County Administrator/Financial Stewardship/Purchasing)
6. Approval to Renew the Agreement Between Leon County and Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services for FY2014/15
(County Administrator/Human Services & Community Partnerships/Human Services)
7. Approval of the FY 2014/15 Community Human Service Partnership Funding for Social Service Agencies
(County Administrator/Human Services & Community Partnerships/Human Services)
8. Approval to the Renew the Agreement Between Leon County and the State of Florida Department of Health for the Provision of Public Health Services for FY 2014/15
(County Administrator/Human Services & Community Partnerships/Primary Health)
9. Adoption of a Proposed Revised Enabling Resolution to Continue the Community Health Coordinating Committee
(County Administrator/Human Services & Community Partnerships/Primary Health)

10. Adoption of a Resolution to Waive Building, Development Services, and Environmental Permit Review Fees for Spouses of Military Personnel Killed in Action
(County Administrator/Public Works & Community Development/Development Support & Environmental Management)
11. Approval of a Resolution and a Lease Agreement with the Friends of the Leon County Public Library, Inc.
(County Administrator/Public Works & Community Development/Facilities Management/Real Estate)
12. Request to Schedule a Public Hearing for October 14, 2014 at 6:00 p.m. for the Proposed Abandonment of a 15' Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2
(County Administrator/Public Works & Community Development/Facilities Management/Real Estate)
13. Acceptance of Two Department of Environmental Protection Grants
(County Administrator/Public Works & Community Development/Public Works/Engineering)
14. Ratification of the Aerial Larviciding Agreement with the Leon County Sheriff's Office
(County Administrator/Public Works & Community Development/Public Works/Operations)
15. Approval to Waive Policy 97-3 "Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities" Allowing a Memorial Structure for Trenton J. McElroy to be Erected at Miccosukee Park and to Name the Newly Renovated Baseball Field in his Honor
(County Administrator/Public Works & Community Development/Public Works/Parks & Recreation)
16. Approval of Royalty Distribution Agreement Between Thomas Paul Brantley, Joseph Colson Harvey, and Leon County, Florida
(County Administrator/County Attorney)

Status Reports: *(These items are included under Consent.)*

17. Acceptance of Status Report on Sustainable Communities 2015 Summit
(County Administrator/Resource Stewardship/Sustainability)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; there will not be any discussion by the Commission

GENERAL BUSINESS

18. Approval of Enhancements to the Summer Youth Program
(County Administrator/County Administration)
19. Consideration of Providing Funding for "Be the Solution" Spay and Neuter Program
(County Administrator/Financial Stewardship/Office of Management & Budget)
20. Approval of Letters of Agreement with the Agency for Healthcare Administration on Behalf of Bond Community Health Center for FY 13/14
(County Administrator/Human Services & Community Partnerships/Primary Health)
21. Approval to Award Bid to Sentinel Offender Services for Electronic Monitoring and Related Services
(County Administrator/Intervention and Detention Alternatives)
22. Authorization to Negotiate Agreements for Continuing Supply Architectural/Engineering Services
(County Administrator/Public Works & Community Development/Facilities Management)
23. Acceptance of Status Report on Magnolia Drive Multi-Use Path
(County Administrator/Public Works & Community Development/Public Works/Engineering)
24. Approval of the Crump Road Gas Station Site Settlement and Forbearance Agreement
(County Attorney)
25. Consideration of Full Board Committee Appointments to the Tourist Development Council
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

26. Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2014/2015
(County Administrator/Financial Stewardship/Office of Management & Budget)
(Item #26 will be distributed under separate cover.)
27. First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
(County Administrator/Public Works & Community Development/PLACE/Planning)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, October 14, 2014 at 3:00 p.m.*

All lobbyists appearing before the Board must pay a \$25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at www.leoncountyfl.gov

**Leon County
Board of County Commissioners**

Notes for Agenda Item #24

Leon County Board of County Commissioners

Cover Sheet for Agenda #24

September 23, 2014

To: Honorable Chairman and Members of the Board

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

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

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

Fiscal Impact:

This item has a fiscal impact of \$36,250. Funding to pay Leon County's portion of the settlement agreement is available in the risk management claims/settlement account.

Staff Recommendation:

Board direction.

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 approving 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. Mr. Carlos Alvarez was retained to serve as mediator and representatives from Leon County and Keep it Rural Inc., as well as, the Petitioner and Intervener participated. Settlement negotiations resulted in a proposed Settlement and Forbearance Agreement (Attachment #1). The proposed Agreement has been executed by Ms. Crump, Mr. Brown, and representatives of Keep it Rural, Inc. Should the Board approve the Agreement, staff will execute and begin implementing the terms.

Analysis:

The Agreement has two elements: the purchase of the property from Mr. Brown, and the adoption or consideration of certain regulatory changes related to development within the Rural zoning district and future land use map category.

To compensate Mr. Brown for the value of the property, and to offset the financial costs associated with the permitting, the other parties have agreed to provide funding for the purchase of the property in the following amounts: Leon County would pay Mr. Brown \$36,250 as a reimbursement of costs for the permitting and appeals processes; Keep it Rural Inc. would provide \$25,000 as compensation for his withdrawal of the application and abandonment of the approval; and Ms. Crump would pay him \$70,000 to purchase the property, contingent upon securing financing.

In consideration, Mr. Brown has agreed to withdraw the application, convey the property fee simple to Ms. Crump, and record a deed restriction limiting future use of the property to one single-family residence.

The purchase of the property is contingent upon the Board adopting an amendment to the County's Land Development Code prohibiting gasoline service stations, fuel oil dealers, and liquefied petroleum dealers from development on properties in the Rural zoning district. Should the Board authorize staff to initiate an ordinance, staff will bring back an ordinance for consideration at the Board's October 14 and November 18 regularly scheduled meetings. Should the Board vote not to consider or adopt such an ordinance, the Settlement Agreement will become null and void and the litigation would resume.

Additionally, the County would agree to initiate the process to have the Board of County Commissioners consider initiating a Comprehensive Plan amendment to evaluate the types of commercial development that may be appropriate on property designated “Rural” on the Future Land Use Map of the Comprehensive Plan. If the Board initiates the amendment application, the County would complete the evaluation within one year of the effective date of the Agreement, during the next Comprehensive Plan amendment cycle.

Should the Board vote to approve the Crump Road Gas Station Settlement and Forbearance Agreement, staff will initiate the process to bring back an ordinance removing petroleum uses from the Rural zoning district and would initiate the process for the Board to consider a Comprehensive Plan amendment related to the types of commercial development appropriate for the Rural Future Land Use Map category.

Options:

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

Recommendation:

Board direction.

Attachment:

1. Crump Road Gas Station Settlement and Forbearance Agreement

LMY/smw

SETTLEMENT AND FORBEARANCE AGREEMENT

THIS SETTLEMENT AND FORBEARANCE AGREEMENT ("Agreement") is made and entered into on this ____ 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. Wilson
Print Name: George Wilson

Date: September 8, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of ^{September}~~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

Christian Pedersen
Print Name: Christian 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.
B460-421-54-452-0

(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

Print Name:

Jeremy Branch

By:

William Glenn Brown

Name:

WILLIAM GLENN BROWN

Date:

September 2, 2014

Print Name:

Paige Carter Smith

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd 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 STENGLENotary Public, State of FLORIDACommission No. 146591My commission expires: 7/30/2018

WITNESSES

LEON COUNTY, FLORIDA

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of September 2014, by _____, as _____ of LEON COUNTY, FLORIDA, 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: _____