

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL
CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO. 2014-CA-465-PK

KEY LARGO FIRE RESCUE AND EMERGENCY
MEDICAL SERVICES DISTRICT,

Plaintiff/Counter-Defendant,

v.

KEY LARGO VOLUNTEER FIRE AND
RESCUE DEPARTMENT, INC.,

Defendant/Counter-Plaintiff.

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT is entered into by and between the KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (“District”) and the KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC. (“Old Department”).

1. **Acknowledgement.** The Parties agree the dispute between the parties arose out of an honest disagreement over provision of fire rescue services and leasehold in real property. The District acknowledges that the Old Department fully and faithfully provided fire and rescue services to the District and the People of Key Largo, FL since the District’s inception in 2005 until the separation of the Parties.

2. **Payment.** Within thirty (30) days of approval of both Boards as set forth in Paragraph No. 7 below and execution of this Agreement by both parties, District shall pay the Old Department the sum of \$87,500.00 and a second payment in the amount of \$87,500.00 by October 15, 2015.

3. **Transfer of Real Property.** By October 15, 2015, the Parties will transfer marketable fee simple title (as defined in the standard “As Is” FAR Bar Contract) to Lots 1-5, Block 13, Sunset Cove, as recorded in Plat Book 1, Page 165 of the Public Records of Monroe County, Florida, and included in Alternate Key: 1623601, Parcel ID: 00505750-000000, to include the alleyway between Lots 4 and 5. Each Party shall pay the customary closing fees, with Seller paying for documentary stamps on the Deed and recording fees and the Buyer to pay for title insurance, survey costs, and documentary stamps on the Mortgage. Taxes to be prorated through November 1, 2015. To clarify, this Property includes all property from U.S. 1 up to and including the alley separating Station No. 24 and the old building. Should there be an encroachment of the old building on the Property, the District shall grant an easement or other

legally binding permission for such encroachment. Should the Old Department not be able to cure any defect in title, the District shall have the option of canceling their Agreement or waiving the defect.

4. Personal Property. At time of Closing, in addition to the real property, the Old Department shall transfer to, by bill of sale, all personal property owned or claimed by the Old Department to the District currently being utilized by the District and/or New Department except for the trophies, awards, and other memorabilia, of the Old Department, documents now stored in the plastic containers in the office of the New Department's office manager. In addition, contents of the Old Department contained within the old building shall remain property of the Old Department. The Old Department will coordinate with Chief Don Bock on transferring the items herein set forth above by October 15, 2015.

5. No Admission. The parties agree and understand the entering into of this agreement and the payment of any funds required hereby shall not constitute an admission of liability, the payment of any specific claim or demand, or a waiver of any defenses by either party and this Agreement shall not be construed or represented as such.

6. Release of Claims. The District and the Old Department for an in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, exchanged and received from or on behalf of the other party, hereby remise, release, acquit, satisfy, and forever discharge each other, including its respective board members, attorneys, stakeholders, directors, officers, agents, representatives, employees and/ or related companies, subsidiaries, heirs, successors, assigns and executors, of and from all, and all manner of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said party ever had, now has, or which any personal representative, successor, heir or assign of said party, hereafter can, shall or may have, against said party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this General Release.

7. Subsequent Approval. This Agreement is conditioned upon and shall become binding upon approval by the District and the Old Department. If the agreement is not approved by the District and the Board of Directors of the Old Department, the parties hereto shall reconvene for mediation within thirty (30) days.

8. The Court shall retain jurisdiction to enforce the terms and conditions of this Mediated Settlement Agreement.

9. Should any dispute arise out of this Mediated Settlement Agreement, the Parties agree such dispute shall be mediated by The Honorable Sandra Taylor before such dispute shall be adjudicated by the Court.

10. In any dispute arising out of this Mediated Settlement Agreement which is adjudicated by the Court, the prevailing party shall be entitled to its attorneys' fees and costs.

DATED this 27th ^{Co} day of July, 2015.

KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES
DISTRICT

By: Kay Cullen

Its: District Board Member

Date: 7/27/15

KEY LARGO VOLUNTEER FIRE
AND RESCUE DEPARTMENT, INC.

By: Frank Conkle

Its: President

Date: 7/27/15

Attorney for the District

[Signature]

Attorney for the Old Department

[Signature]

Mediator:

[Signature]
The Honorable Sandra Taylor

[Handwritten mark]