

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (this “Agreement”) is entered into between Drees Homes of Florida, Inc. (“Drees”), a Florida corporation (the “Plaintiff”), and the School District of Clay County, Florida (the “District”), a district constituting a unit for the control, organization, and administration of schools under the laws of the State of Florida (the “Defendant”), collectively known as the “Parties.”

### **RECITALS**

**WHEREAS**, on or about November 19, 2015, Plaintiff filed an “as applied” inverse condemnation action in the Circuit Court of the Fourth Judicial Circuit, Clay County, Florida, case styled, Drees Homes of Florida, Inc., v. School Board of Clay County, Florida, with case number 10-2015-CA-1154 (the “Action”), alleging an entitlement to “just compensation” due to land use restrictions resulting from a Future School site designation under the Brannan Field Master Plan (the “Plan”); and

**WHEREAS**, the subject property designed as a Future School site under the Plan (the “Property”) is comprised of two (2) separate real estate parcels: Parcel ID # 24-04-24-005574-007-13 (20.189 Acres) and Parcel ID # 24-040240005574-007-12 (2.041 Acres); and

**WHEREAS**, the District has retained legal counsel to defend the District and the Clay County School Board (the “Board”) in the Action; and

**WHEREAS**, the Defendant has answered the Action and asserted various affirmative defenses thereto; and

**WHEREAS**, on July 29, 2016, the owner of the Property filed an application (the “Application”) with the Clay County Board of County Commissioners (“BOCC”) to amend the

Property's Future Land Use designation which, if granted, would amend the Property's designation as part of the Future Land Use Map ("FLUM") in the 2025 Comprehensive Plan, and the Plan, by eliminating the Property's Future School site designation; and

**WHEREAS**, under the terms of the Plan, a Future School site designation may be amended as needed by the BOCC, by ordinance, with the concurrence of the Board; and

**WHEREAS**, the Clay County Department of Planning and Zoning has requested that the Board declare its concurrence, or lack of concurrence with the Application prior to consideration by the BOCC; and

**WHEREAS**, the Parties agree that the Board's concurrence or lack of concurrence to the Application will have a direct effect on the future status of the Action;

**NOW THEREFORE**, in consideration of the foregoing, and the following agreements, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The Parties represent and warrant to each other the accuracy of the foregoing recitals, which are incorporated by reference herein.
2. Board Action on the Application. As soon as is practical, the Board shall consider the issue of whether to concur, or not to concur, with the Application prior to its consideration by the BOCC. The Board shall be under no obligation, express or implied, to concur with the Application as part of this agreement.
3. Dismissal of the Action and Waiver of Assessments. In the event the Board elects to concur with the Application, Plaintiff agrees to voluntarily dismiss the Action with prejudice. In the event the Board elects to not concur with the Application, the Parties understand that the Action will proceed through its normal course in Circuit Court.

4. Fees and Costs. In the event the Board elects to concur with the Application, each party to the Action shall be responsible for their own fees and costs they have incurred as a result of the Action. In the event the Board does not concur with the Application, the issue of fees and costs shall be resolved through the normal course of the Action in Circuit Court.

5. Counterparts. This Agreement may be executed in counterparts with each such counterpart being considered an original. In addition, as facsimile or scanned and emailed copy of a Parties' signed Agreement shall be effective as an original.

6. Severability. If any part of this Agreement is found to be violative of the law, then that part shall be stricken with the remainder of this Agreement to survive intact, if practicable.

7. Representation of Authority. The Parties represent and warrant to each other that they are authorized to sign this Agreement and that they own and have not sold, pledged, hypothecated, assigned or transferred any of the claims released within this Agreement.

8. Governing Law and Venue. This Agreement shall be construed and enforced pursuant to the law of the State of Florida. With respect to any dispute arising out of or related to the Action or Agreement, each party subjects itself to the exclusive jurisdiction of the Court in Florida and likewise agrees that the exclusive venue shall be the State courts in Clay County, Florida.

9. Interpretation. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been drafted by all Parties, and no Party shall urge otherwise.

10. Integration. Each Party warrants that no promise, inducement, or agreement not expressed herein has been made in connection with this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior negotiations or proposed agreements, written or oral.


11. Effective Date. The effective date of this Agreement shall be on the last date in which this Agreement is signed by the Parties.


(Remainder of this page left intentionally blank.)



DREES HOMES OF FLORIDA, INC.,  
a Florida corporation, by,

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Bruce Humphrey, Esq.  
BRIAN SMALL

  
\_\_\_\_\_  
Jeff Ferguson

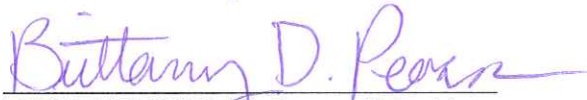
Date: 9/2/16

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing Settlement Agreement was acknowledged before me this 6th day of September, 2016, by Jeff Ferguson, the Division President of Drees Homes of Florida, Inc., a Florida corporation, on behalf of said corporation. Such person, who is personally known to me or who has produced personally known as identification.



Brittany D. Peacock  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF994449  
Expires 5/18/2020

  
\_\_\_\_\_  
Brittany D. Peacock

NOTARY PUBLIC, State of Florida

Brittany D. Peacock  
(Please print name)

My Commission Expires:

SCHOOL DISTRICT OF CLAY COUNTY,  
FLORIDA,  
by,

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Daniel Sikes, Esq.  
District Counsel

\_\_\_\_\_  
Charlie Van Zant, Jr., Superintendent

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

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing Settlement Agreement was acknowledged before me this \_\_\_\_th day of \_\_\_\_\_, 2016, by Charlie Van Zant, Jr., Superintendent of Schools, Clay County School District, a district constituting a unit for the control, organization, and administration of schools under the laws of the State of Florida, on behalf of said Board. Such person, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
(Please print name)

My Commission Expires: