

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND DIRECTING SETTLEMENT OF THE LAWSUIT FILED AGAINST THE COUNTY BY WALTER H. SOBEL & ASSOCIATES.

WHEREAS, Walter H. Sobel & Associates filed a lawsuit against St. Johns County, Florida (St. Johns County, Florida Circuit Court Case CA 95-2059) pertaining to the courthouse; and

WHEREAS, the Board of County Commissioners (the "Board") held a noticed public hearing this date pertaining to the terms of the proposed settlement agreement attached hereto as Exhibit A (the "Settlement Agreement"); and

WHEREAS, the Board is fully advised in the matter and considers settling the lawsuit on the terms set forth in the Settlement Agreement to be in the best interests of the County.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that the Board accepts the proposed Settlement Agreement, authorizes and directs the County Administrator to sign the Settlement Agreement and a duplicate original thereof, authorizes and directs the proper officials of the County to prepare and deliver a County check payable to the order of Walter H. Sobel & Associates in the amount of Forty Four Thousand, Eight Hundred Eighty Dollars and Twenty Seven Cents (\$44,880.27) to the County Attorney, authorizes and directs the County Attorney to deliver the duplicate original of the Settlement Agreement and the County check to the attorneys for Walter H. Sobel & Associates and to execute a stipulation of dismissal with prejudice pertaining to the lawsuit, and authorizes the County Attorney to do such other things as are appropriate to have the lawsuit dismissed with prejudice.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25th day of June, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Ronald Gordon
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Irma Partridge
Deputy Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE
BETWEEN WALTER H. SOBEL & ASSOCIATES, WALTER H. SOBEL AND
ST. JOHNS COUNTY, FLORIDA

In consideration of payment made to Walter H. Sobel & Associates ("Sobel & Associates") by or on behalf of St. Johns County, Florida ("the County") in the amount of Forty Four Thousand Eight Hundred Eighty & 27/100 Dollars (\$44,880.27), the receipt and sufficiency of which is hereby acknowledged, Sobel & Associates and Walter H. Sobel, individually ("Sobel"), completely and totally release, acquit, relinquish, and forever discharge the County from any and all claims, demands, damages, causes of action, or suits of any kind or nature whatsoever arising out of Sobel & Associates work for the County in programming, planning and developing the new St. Johns County Administrative offices, Constitutional Officers' Offices, and Courts, including, but not limited to, all claims, causes of action, and issues raised or which could have been raised by them in the lawsuit styled:

Walter H. Sobel & Associates vs. St. Johns County, Florida, Case Number CA 95-2059 Division 01, pending in the Seventh Judicial Circuit Court, in and for St. Johns County, Florida.

Sobel & Associates and the County, for the above-stated consideration, also hereby settle the above-referenced lawsuit, with each party to bear its own attorneys' fees and costs.

In consideration of Sobel & Associates' agreement to settle the above-referenced lawsuit, the County completely and totally releases, acquits, relinquishes, and forever discharges Walter H. Sobel & Associates and Sobel from any and all claims, demands, damages, causes of action, or suits of any kind or nature whatsoever arising out of Sobel & Associates' work for the County in programming, planning and developing the new St. Johns County Administrative offices, Constitutional Officers' Offices, and Courts.

The County, Sobel & Associates, and Sobel declare that they have read this settlement agreement and mutual release in its entirety and that they fully understand its terms. They further declare that they voluntarily accept the terms of this settlement agreement and mutual release for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims each has or may have against the other arising out of Sobel & Associates' aforementioned work for the County. The County, Sobel &

Associates, and Sobel agree that the express purpose of this settlement agreement and mutual release is to preclude forever any further or additional claims by any party against the other related to the above referenced work for the County.

The County, Sobel & Associates, and Sobel are effecting and executing this settlement agreement and mutual release after having received from their attorneys full legal advice as to their rights.

The County, Sobel & Associates, and Sobel agree that this settlement agreement and mutual release is to compromise disputed claims and that the \$44,880.27 payment made to Sobel & Associates is not to be construed as an admission of liability on the part of the County.

This settlement agreement and mutual release contains the entire agreement between the County, Sobel & Associates and Sobel and the terms of this settlement agreement and mutual release are contractual and binding.

Pursuant to this settlement agreement and mutual release, Sobel & Associates hereby authorizes and instructs its attorney of record to immediately dismiss with prejudice

all of its claims against the County in the above-mentioned lawsuit.

WALTER H. SOBEL & ASSOCIATES

Walter H. Sobel
By: Walter H. Sobel
Its Owner

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of May, 1996, by WALTER H. SOBEL on behalf of Walter H. Sobel & Associates, [X] who is personally known to me or [] who produced _____ as identification and who did take an oath.

Rose M. Schmaus
(Signature of Notary)

135087
(Commission Number)

ROSE M. SCHMAUS
(Typed/Printed Name of Notary)

MAY 20, 1997
(Commission Expiration Date)



Walter H. Sobel
Walter H. Sobel, Individually

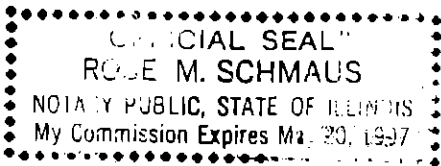
THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of MAY, 1996, by Walter H. Sobel, individually, [] who is personally known to me or [] who produced _____ as identification and who did take an oath.

Rose M. Schmaus
(Signature of Notary)

135087
(Commission Number)

ROSE M. SCHMAUS
(Typed/Printed Name of Notary)

MAY 20, 1997
(Commission Expiration Date)



ST. JOHNS COUNTY, FLORIDA

Nicholas M. Meiszer
By: Nicholas M. Meiszer
Its: County Administrator

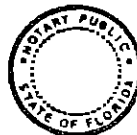
THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of June, 1996, by NICHOLAS M. MEISZER, on behalf of St. Johns County, Florida, [] who is personally known to me or [] who produced _____ as identification and who did take an oath.

Norma G. Pirkle
(Signature of Notary)

249862
(Commission Number)

Norma G. PIRKLE
(Typed/Printed Name of Notary)

1-16-97
(Commission Expiration Date)



Notary Public, State of Florida
NORMA G. PIRKLE
My Comm. Exp. Jan. 16, 1997
Comm. No. CC 249862