

SETTLEMENT AGREEMENT AND RELEASE

RECITALS

WHEREAS, this Settlement Agreement and Release ("Agreement") is executed by Eric Obloy and Amanda Obloy (collectively "OBLOY"), and Brevard County, Florida ("COUNTY");

WHEREAS, COUNTY has filed a lawsuit against OBLOY pending before the Circuit Court of the Eighteenth Judicial Circuit, in and for Brevard County, Florida, under case number Case No. 05-2021-CA-029627-XXXX-XX ("legal action");

WHEREAS, on March 26, 2024, OBLOY and the COUNTY, both represented by legal counsel, voluntarily attended mediation and tentatively agreed to a settlement of the legal action subject to the terms and conditions provided below, including but not limited to final approval of the settlement by the Brevard County Board of County Commissioners ("Board"), a copy of which tentative settlement agreement is attached hereto as Exhibit "A";

WHEREAS, as part of the tentative settlement agreement, COUNTY agreed to voluntarily dismiss with prejudice all of its claims against OBLOY as asserted in the legal action; and

WHEREAS, OBLOY and COUNTY desire to settle their disputes and controversies, disposing of all claims which exist or may exist as of the effective date of this Settlement, subject to the terms and conditions stated below.

TERMS AND CONDITIONS

1. Incorporation of Recitals

OBLOY and the COUNTY agree that the above recitals are incorporated into, and are a part of, this Agreement.

2. Terms of Settlement

a. The County agrees to accept payment in the amount of \$290,000.00 (the "Settlement Funds") in full satisfaction of the following Code Enforcement Liens:

- 15CE-00796
- 16CE-00209
- 17CE-00290
- 17CE-02100
- 18CE-02359
- 19CE-00649

b. The parties agree that, upon the County's receipt of the Settlement Funds from the registry of court as described herein, Case No. 05-2021-CA-029627-XXXX-XX shall be dismissed by the County with prejudice.

c. Each party shall bear their own respective fees and costs. The cost of mediation shall be split equally.

d. The parties agree to file a stipulated motion for the court to disburse the amount of \$290,000.00 to Brevard County, Florida, from the funds currently held in the registry. OBLOY shall be entitled to the remaining funds held in the registry, including any and all interest if applicable.

e. The parties agree to execute any and all documents necessary to carry out the spirit and intent of this settlement.

3. Mutual Release of Claims

COUNTY and OBLOY hereby mutually release the other, acquits, and forever discharges, for themselves and their administrators, assigns, agents, employees, attorneys, servants, volunteers, and insurance companies, and any and all affiliated or associated persons, companies, and entities, including but not limited to all of the COUNTY's officers, directors, commission members, board members, committee members, agents, employees, attorneys, servants, volunteers, insurance companies, and claims administrators ("Released Parties") from any and all claims, causes of action, administrative challenges, suits, demands, and liabilities known and developed arising out of Case No. 05-2021-CA-029627-XXXX-XX including claims asserted or which could have been asserted in the legal action, including all underlying code enforcement cases, liens, and other lawsuits related to the legal action.

4. Effective Date

This settlement shall become effective upon approval by the Brevard County Board of County Commissioners and signature by its Chair.

SIGNATURE PAGES TO FOLLOW

DATE: _____

ERIC OBLOY

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to before me by the means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by ERIC OBLOY, who is personally known to me or who produced _____ as identification.

Print:

My Commission Expires:
Notary Public:

DATE: _____

AMANDA OBLOY

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to before me by the means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by AMANDA OBLOY, who is personally known to me or who produced _____ as identification.

Print:

My Commission Expires:
Notary Public:

Signing on behalf of:
BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS

Jason Steele, Chair
As approved by the Board on

_____ (date)

ATTEST:

Clerk of Court

TENTATIVE SETTLEMENT AGREEMENT

Eric Obloy and Amanda Obloy, represented by legal counsel, and Brevard County, subject to the approval of the Brevard County Board of County Commissioners, hereby agree to the following terms:

- 1) Subject to approval by the Board of County Commissioners, which shall be in its sole discretion and at a publicly advertised meeting, the parties tentatively agree to a global settlement offer of \$290,000.00 (the "Settlement Funds") in full satisfaction of the following Code Enforcement Liens:
 - 15CE-00796
 - 16CE-00209
 - 17CE-00290
 - 17CE-02100
 - 18CE-02359
 - 19CE-00649
- 2) The parties agree that, upon the County's receipt of the Settlement Funds as described herein, Case No. 05-2021-CA-029627-XXXX-XX shall be dismissed by the County with prejudice, and the parties shall execute a mutual release of any claims arising from or related to the above-described Code Enforcement cases and liens.
- 3) Each party shall bear their own respective fees and costs. The cost of mediation shall be split equally.
- 4) This settlement offer is binding upon the Obloys and shall become a final settlement agreement if approved by the Board of County Commissioners within 60 days of the date hereof.
- 5) The parties agree to file a stipulated motion for the court to disburse the amount of \$290,000.00 to Brevard County, Florida, from the funds currently held in the registry. The Obloys shall be entitled to the remaining funds held in the registry, including any and all interest if applicable.
- 6) The parties agree to execute any and all documents necessary to carry out the spirit and intent of this settlement.

Eric Obloy

Date

3/26/24

Amanda Obloy

Date

Amanda Obloy 3/26/24

Tad Calkins

Date

Director, Brevard County Planning and Development

3/26/24

3/26/24
Reviewed to form and sufficiency

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