

01/15/91

IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY,
FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the
State of Florida,

Plaintiff,

vs.

JACKIE D. HURT, individually,
BREVARD FILL, INC., a Florida
corporation, and GCOM, INC., a
Florida corporation,

Defendants.

SETTLEMENT STIPULATION

Plaintiff, BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY,
FLORIDA, and Defendants, JACKIE D. HURT, BREVARD FILL, INC.,
GCOM, INC., and MELBOURNE FILL AND MATERIAL, INC., by and through
their undersigned attorneys, have reached a settlement agreement
in the above-styled action and desire to set forth the terms and
conditions of the settlement in this Settlement Stipulation.
Plaintiff and Defendants agree and stipulate as follows:

1. Defendants shall cease and desist from operating on the
real property which is located on Minton Road and which is the
subject of this lawsuit, a landfill operation, on December 31,
1991. Up to and including December 31, 1991, Plaintiff shall not
interfere or attempt to interfere with the operation of the
landfill on the property through any means and shall not take any
action to dissuade or discourage customers from using the
commercial landfill on the subject site through Code Enforcement

RETURN TO:
CIVIL LAW DIVISION

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[Signature]

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intent of this provision is to allow and permit the unimpeded and uninterrupted operation of the commercial landfill on the site without any interference by Plaintiff whatsoever, up to and including December 31, 1991. On December 31, 1991, Defendants shall shut down and cease operation of the landfill and the landfill shall be closed.

2. Plaintiff shall within ten (10) days from the date of this Stipulation pay the sum of \$100,000.00 (ONE HUNDRED THOUSAND DOLLARS) to MELBOURNE FILL AND MATERIAL, INC., as a contribution toward loss of business income and business revenue. Said \$100,000.00 shall be paid to the attorneys for MELBOURNE FILL AND MATERIAL, INC., for disposition. The \$100,000.00 check shall be made payable to Broad and Cassel Trust Account.

3. After the landfill is closed on December 31, 1991, Plaintiff shall forthwith take such action to complete the closure of the landfill so that the closure meets all requirements, laws, ordinances and regulations of the Department of Environmental Regulation, Environmental Protection Agency, Brevard County and all other governmental and environmental agencies applicable. The cost, if any, of finalizing closure after December 31, 1991, shall be borne by Plaintiff. Defendants shall permit Plaintiff reasonable access to the property to permit this required closure.

4. Plaintiff shall take no action on the property which will damage or interfere with the telecommunications, radio tower

INC., on the subject site, and Plaintiff shall not damage any of the communication or telecommunications equipment, buildings, or facilities on the site.

5. Other than as provided for herein, each party shall bear its own attorneys fees and costs.

6. Defendants agree to operate the aforesaid landfill up to and including December 31, 1991, in accordance with, and in compliance with, the existing DER permit issued for the site and applicable DER regulations.

7. After the landfill operation ceases on December 31, 1991, and the aforesaid sums of money are paid as described in Paragraph 2 above, and the County has completed closure of the landfill as described in Paragraph 3 above, this action shall be dismissed.

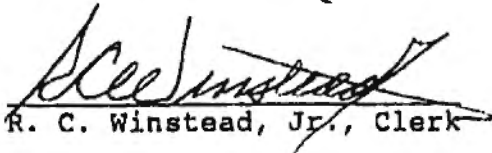
8. In the event any party to this Stipulation should breach same, this Stipulation shall be enforceable by the Court by the granting of preliminary and/or permanent injunctive relief, or otherwise, upon application by another party to this Stipulation.

9. Upon the completion of the landfill operation on December 31, 1991, and payment of the aforesaid \$100,000.00 by Plaintiff, and completion of the aforesaid closure by Plaintiff, the parties hereto shall exchange limited general releases which shall provide that each party releases the other from any and all claims and causes of action from the beginning of time to the date of this Stipulation arising out of the subject matter of

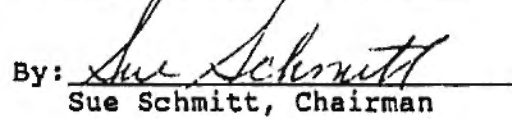
this action.

DATED this 25th day of March, 1991.

ATTEST:


R. C. Winstead, Jr., Clerk

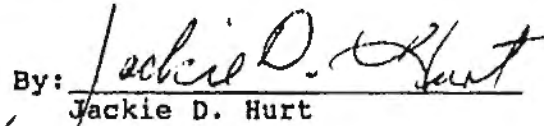
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Sue Schmitt, Chairman

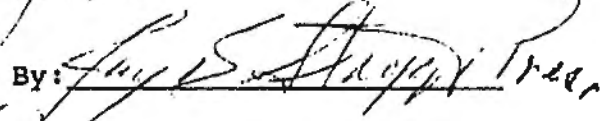
BROAD AND CASSEL
By: ROBERT D. GATTON, P.A.
PARTNER

By: 
Robert D. Gatton, Esquire

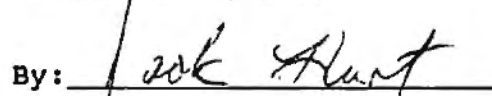
JACKIE D. HURT

By: 
Jackie D. Hurt

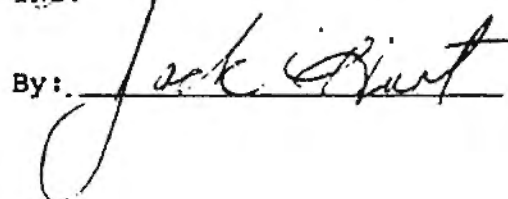
GCOM, INC.

By: 
Guy E. Stapp, President

BREVARD FILL, INC.

By: 
Jack Hurt

MELBOURNE FILL AND MATERIAL,
INC.

By: 
Jack Hurt