

10/28/10

SETTLEMENT AGREEMENT

The parties, PEGGY BRYANT and the CITY OF GAINESVILLE hereto have reached the following agreements in full and complete resolution of the claim of PEGGY BRYANT against the CITY OF GAINESVILLE for foreseen and unforeseen bodily and personal injuries and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about October 15, 2007 on SR 24 (SW Archer Road) in Gainesville, Alachua County, Florida:

1. The CITY OF GAINESVILLE agrees to pay PEGGY BRYANT the total sum of TWENTY-FIVE THOUSAND dollars (\$25,000) within 20 days of the date of approval of the settlement by the Gainesville City Commission.
2. PEGGY BRYANT shall:
 - a. Execute a full and complete release in favor of the CITY OF GAINESVILLE;
 - b. Agree to pay, satisfy and extinguish any and all claims or liens of any nature that may attach to the settlement proceeds.
3. All parties agree to bear their own attorney's fees and costs.

EXECUTED by the parties on this 1 day of ^{Sep}~~August~~, 2010.


PEGGY BRYANT, Claimant


RICK KRISEMAN, Esquire


STEVE VARVEL, Risk Management


DANIEL NEE, Litigation Attorney

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That PEGGY BRYANT, (hereinafter referred to as "Releasor"), for the consideration of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), receipt whereof is hereby acknowledged, do hereby and for her successors and assigns forever release, acquit, and discharge the **CITY OF GAINESVILLE, FLORIDA, a municipal corporation**, as well as its agencies and their officers, elected officials, employees, agents, servants, and successors, (hereinafter referred to as "Releasees"), of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, attorney's fees, expenses, compensation and liabilities and losses of every kind whatsoever which the undersigned party now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about October 15, 2007 on SR 24 (SW Archer Road) in Gainesville, Alachua County, Florida.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that this release, and the consideration paid for it, extends to all claims that could have been asserted by the undersigned party in regard to the accident as referenced above. It extends to all persons entitled to make claim under Florida Statutes. The undersigned party hereby authorizes her attorney to execute any such other document(s) as may be necessary in order to accomplish the settlement and discharge of the parties contemplated herein.

The undersigned party represents that if she has incurred any obligation in connection with the incident referred to herein on account of which any person, firm or corporation may be entitled to a lien or other claim to the proceeds herein, including, but not limited to, those under the Florida Motor Vehicle No-Fault Law (Fla. Stat. 627.730-627.7405), Florida Workers' Compensation Act (Fla. Stat. Chapter 440), Florida Medical Recovery Act and Medicaid liens pursuant to Fla. Stat. 409.901 or any other statute, regulation or law of the State of Florida or United States as a result of benefits paid to or payable to the undersigned party or her representative or attorney, such claim or lien has been paid in full or will be paid out of the proceeds of the settlement. The undersigned party expressly represents that she has no knowledge of any other liens or other claims which affect settlement. The undersigned party does hereby covenant and agree to indemnify, defend and to save and hold harmless, including costs and attorney's fees, the parties released hereby, of and from any such liens or other claims referred to in this paragraph.

The undersigned party hereby declares and represents that the injuries sustained or damages are or may be permanent and progressive, and that recovery therefrom is uncertain and indefinite, and in making this Release it is understood and agreed that the undersigned party relies wholly upon her own judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore, and it is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned party further declares and represents that no promise, inducement or agreement not herein expressed have been made to the undersigned party, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE OF ALL CLAIMS AND FULLY UNDERSTAND IT, AND/OR HAVE RECEIVED THE ADVICE OF AN ATTORNEY REGARDING THE LEGAL CONSEQUENCES OF ENTERING INTO THE FOREGOING RELEASE OF ALL CLAIMS BEFORE SIGNING, AND DO SO FREELY AND VOLUNTARILY FOR THE PURPOSES SET FORTH THEREIN.

Signed, sealed and delivered this 1st day of September 2010.

Peggy Bryant
PEGGY BRYANT

Rick Kriseman
Rick Kriseman, Esquire
Saunders & Walker, P.A.
3491 Gandy Boulevard North
Suite 200
Pinellas Park, Florida 33781

STATE OF FLORIDA
COUNTY OF Pinellas

THE FOREGOING Release of All Claims was acknowledged and subscribed to before me for the purposes set forth herein by PEGGY BRYANT, who is either personally known to me or who produced as identification this 1 day of September 2010.

David Ernst
Notary Public State of Florida
David Ernst
Commission # DD610007
Name of Notary Typed or Printed
My Commission Expires: 09/30/2010
BONDED BY ATLANTIC BONDING CO., INC.