

LEGISTAR NO.

120080

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That **GENENE BARTLEY**, (hereinafter referred to as "Releasor"), for the consideration of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)**, receipt whereof is hereby acknowledged, does hereby and for her successors and assigns forever release, acquit, and discharge the **CITY OF GAINESVILLE**, 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 has 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 incident, casualty or event which occurred on or about October 23, 2008 at the intersection of NE 1st Avenue and NE 11th Street, 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.

city of Gatorville agrees to pay maintenance cost too.

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

Signed, sealed and delivered this 4th day of June, 2012.

Gene Bartley
GENENE BARTLEY

Patrick Brannon
Patrick Brannon, Esquire
Fla. Bar No.: 745681
Winters & Yonker, P.A.
P.O. Box 3342
Tampa, FL 33601
Attorney for Plaintiff
Tel: (813) 223-6200

I'm not a party, but I read release.

STATE OF FLORIDA
COUNTY OF Hernando

THE FOREGOING Release of All Claims was acknowledged and subscribed to before me for the purposes set forth herein by GENENE BARTLEY, who is either personally known to me or who produced FLD 6534-013-100030 as identification this 4th day of June, 2012.

Toya K. Shrouder
Notary Public, State of Florida



Toya K. Shrouder
Name of Notary Typed or Printed
My Commission Expires: Nov 16 2013

000008

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

GENENE BARTLEY,

Plaintiff,

CASE NO.: 2010-CA-6601

v.

DIVISION: J

CITY OF GAINESVILLE,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

The parties, GENENE BARTLEY and the CITY OF GAINESVILLE hereto have reached the following agreements in full and complete resolution of the claim of GENENE BARTLEY 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 23, 2008 at the intersection of NE 1st Avenue and NE 11th Street in Gainesville, Alachua County, Florida:

1. This Settlement Agreement is conditioned upon the approval of the City Commission of the City of Gainesville.
2. The CITY OF GAINESVILLE agrees to:
 - a. Pay GENENE BARTLEY the total sum of THIRTY-FIVE THOUSAND dollars (\$35,000) within 20 days of the date of approval of the settlement by the Gainesville City Commission; and
 - b. Pay the entire cost for mediation that took place on May 23, 2012.
3. GENENE BARTLEY agrees to:

a. Execute a full and complete release in favor of the CITY OF GAINESVILLE;

and

b. Pay, satisfy and extinguish any and all claims or liens of any nature that may attach to the settlement proceeds.

4. All parties agree to bear their own attorney's fees and costs.

EXECUTED by the parties on this ___ day of _____, 2012.


GENENE BARTLEY, Plaintiff

STEVE VARVEL, Risk Management


PATRICK BRANNON, Esquire

DANIEL NEE, Litigation Attorney