

LEGISLATIVE

120250E

Mogas Investments, Inc., Nalbandian Properties, LLC and Ropen Nalbandian
(collectively, the Petitioners") vs. City of Gainesville (the "City")
In the Circuit Court of the Eighth Judicial Circuit
In and For Alachua County, Florida
Case No.: 10-CA-4963, consolidated with
Case No.: 10-CA-6285

Offer for Settlement

In an effort to resolve this ongoing litigation, the Petitioners make an irrevocable offer to convey to the City fee simple title to the property commonly referred to in this action as the "Gain Parcel", Tax Parcel No. 07872-003-011, Alachua County, Florida, consisting of approximately 41 acres, conditioned upon the following:

1. The City agrees to provide to Petitioners acknowledgment of the donation of the Gain Parcel upon the filing of appropriate documentation necessary for Petitioners to claim the fair market value of the donation as a tax deduction/credit, as Petitioners deem to be in their best interests.
2. In consideration for the irrevocable offer to convey to the City fee simple title to the Gain Parcel, the City will agree to join the Petitioner's request to continue this action for a period of not less than 120 days (the "Continuance Period"). This settlement is contingent upon the granting of the continuance by the court of the Trial date scheduled for October 2, 2012. Petitioners' irrevocable offer to convey shall be open for the term of the court ordered continuance of the trial.
3. During the Continuance Period, the City will undertake efforts to locate an alternative site for the City's One-Stop Homeless Center. These efforts shall be meaningful and made in good faith and shall include a formal presentation to the City Commission of such alternative site(s), even if no alternative site acceptable to staff is found.
4. The parties agree that during the Continuance Period both parties may proceed or oppose, as applicable, the City's attempt to obtain a permit from the Army Corp of Engineers. The parties further agree that, in the event the Army Corp of Engineers makes a decision during the Continuance Period, such decision shall not relieve either party of their obligations set forth herein or in a formal settlement agreement signed by the parties.}
5. Upon acceptance of Petitioners' irrevocable offer to convey, the City will agree to not develop a homeless center on the property that is the subject of this lawsuit (a/k/a ADC Property), and the City agrees not to file a petition to seek a land use or zoning change in furtherance of developing a homeless center on property within a one (1) mile radius of Petitioner's property located on NW 53rd Avenue, Gainesville, FL (Tax Parcel Nos. 07965-020-001 and 07965-020-000) Petitioners will convey the Gain Parcel within 10 days of the City Commission's acceptance of the Petitioners' irrevocable offer to convey. *
6. In the event the City identifies an alternative site to develop a homeless center, the Petitioners will use its best efforts to cooperate and assist the City in obtaining

Upon acceptance of Petitioners' offer,
** The City will also exercise its right under the Fourth*
Amendment to Purchase the ADC site to petition
to rezone the ADC site to I-2.

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necessary approvals and permits and obtain waivers and releases from third parties who may oppose said center.

7. In the event the City is not able to locate an alternative site for the homeless center that is acceptable to the City Commission, the City may proceed with its attempt to develop the homeless center on the ADC site but only after thirty (30) days written notice to Petitioners. In this event, any settlement agreement between the parties shall be deemed null and void; the parties shall be deemed to be in the same position as they were the day prior to execution of any settlement agreement; and the parties shall be entitled to continue this litigation with all claims, rights, actions, causes of action and defenses that they otherwise had, it being the express intent of the parties that this outline and any subsequently signed settlement agreement shall not be deemed for any reason whatsoever to be a release or waiver of any such rights or defenses.
8. The parties will memorialize their intent to agree in a formal settlement agreement that will become binding upon the execution of such formal agreement by the Petitioners and the City.

THIS IS INTENDED TO BE A LEGALLY BINDING OFFER, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING.

Agreed to this 25th day of September, 2012.

Petitioners

City of Gainesville

Ropen Nalbandian
Ropen Nalbandian Individually
and for:

Mogas Investments, Inc.
Nalbandian Properties, LLC
Vital Properties, LLC

[Signature]
City Manager