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FULL AND COMPLETE RELEASE

FOR THE SOLE CONSIDERATION OF: FIFTY THOUSAND DOLLARS (\$50,000.00), the receipt of which is acknowledged, Plaintiffs JOSEPH J. WOLF and MARCIA A. WOLF, ("RELEASOR") FULLY RELEASE AND DISCHARGE:

NASSAU COUNTY & THE FLORIDA ASSOCIATION OF COUNTIES TRUST

and all of its employees (current and former), legal representatives, successors, agents, assigns, commissioners, and all other persons, firms and corporations who might be liable ("RELEASEES") from every claim, demand, or cause of action whatsoever which RELEASOR has, had, or could have had against RELEASEES for damages of any nature whatsoever whether now known or unknown, resulting from, or in any manner connected with or growing out of any of the allegations, incidents, and claims contained in, or which are the subject matter of, the Complaint filed in the, Circuit Court of the Fourth Judicial Circuit, in and for Nassau County, Florida, Case No. 2018-CA-93, styled *Joseph J. Wolf and Marcia A. Wolf v. Nassau County, Florida. (*"the Lawsuit").

RELEASOR agrees to execute any other documents that may be necessary to accomplish the settlement and discharge of the parties contemplated in this release.

FOR THE ABOVE consideration the RELEASOR further agrees to indemnify protect, and save harmless all RELEASEES from liens, judgments, costs, and expenses (including a reasonable attorney's fee) arising on account of any action, claim or demand, brought or asserted by any person or entity claiming to have been subrogated to a right or cause of action by having paid monies to or on account of any of RELEASOR'S claimed injuries, losses, or damages resulting from the incidents referenced in the above Lawsuit and Complaint.

IT IS AGREED and understood that no promise or agreement not expressed in this release has been made; this release is not executed in reliance upon any statement or representation made by RELEASEES, or any of them; or by any person employed by or representing them, or any of them; that the consideration indicated above is the sole consideration for this release and is accepted in full satisfaction of the claims asserted above.

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IT IS AGREED and understood that this settlement is the compromise of doubtful and disputed claims, and that the consideration made is not to be construed as an admission of liability of the RELEASEES, and that the RELEASEES specifically deny all liability. RELEASEES are entering into this agreement to avoid the expense and uncertainty of litigation.

IT IS AGREED and understood by the RELEASOR that the terms of this Release are considered to be material contractual terms and not merely recitals and that the consideration described in this Release constitutes the entire agreement between the parties regarding payment of any sums or the giving of any consideration in connection with this matter. This Release binds RELEASOR and each and every one of his/her heirs, executors, administrators, representatives, attorneys, parties who paid any expenses due to her claim above and assigns from this day forward. Each party shall pay his, her or its own attorneys' fees and costs, if any, arising from the actions of its own counsel in connection with the above referenced lawsuit and settlement of this lawsuit and any matters related to the claims of RELEASOR.

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RELEASOR by signing this release agrees to execute and file a Notice of Voluntary Dismissal with prejudice of the claims between RELEASOR and RELEASEES no later than ten (10) days after clearance of the settlement funds.

IT IS AGREED that RELEASOR will reimburse and indemnify RELEASEES for any expenses and legal fees incurred in defending any complaint, case, or charge filed in an effort to assert claims released in this document unless it can be proven that the RELEASEES did not abide by the material terms of this agreement.

This Release contains the entire agreement and understanding between the parties concerning the subject matter of this Release and supersedes all prior negotiations, agreements or understandings between the parties concerning any of the provisions of this Release. If any portion of this Release is found to be unenforceable, all other portions that can be separated from it, or appropriately limited in scope, shall remain fully valid and enforceable. RELEASOR agrees that he/she is signing this document knowingly and voluntarily and without coercion. RELEASOR further acknowledges that he/she read and understood this document and had the opportunity to consult with legal counsel if so desired before signing this document.

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N. A.

I HAVE READ THE ABOVE RELEASE AND FULLY UNDERSTAND IT.

EXECUTED this 15 day of October 2020.

Wolf éph J

STATE OF FLORIDA COUNTY OF Massau

The above instrument was acknowledged and sworn to before me by means of \square physical presence or \square online notarization this $_15$ day of October, 2020 by Joseph J. Wolf who is \square personally known to me or \square who has produced $_F(\square L)$ as identification.

(PM M. Tau Notary Public: (Print Name: anZren NOV. 16.202 Commission No. My Commission Expires:



STATE OF FLORIDA COUNTY OF <u>Nassaul</u>

The above instrument was acknowledged and sworn to before me by means of \square physical presence or \square online notarization this $_1'5$ day of October, 2020 by Marcia A. Wolf who is \square personally known to me or \square who has produced as identification.

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Notary Public: Allen m Taylo	
Print Name: On Cren M. Taylor	
Commission No. LIDV. 16.2021	
My Commission Expires:	av
KAREN M. TAYLOR Notary Public – State of Pjorida Commission # GG 161784 My Comm. Expires Nov 16, 2021 Bonded through National Notary Assn.	7 mw

CS 20-139

Jeanne L. McDuffie

From: Sent: To: Subject: Susan Gilbert <sgilbert@nassaucountyfl.com> Thursday, February 11, 2021 4:07 PM Jeanne L. McDuffie; Michael Mullin RE: Wolf v. Nassau County

Yes, please! Thank you!

Susan D. Gilbert

Senior Executive Legal Assistant to Michael S. Mullin Nassau County Attorney 96135 Nassau Place, Suite 6 Yulee, Florida 32097 Phone: (904) 530-6100 Fax: (904) 321-2658

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From: Jeanne L. McDuffie <JMcDuffie@marksgray.com> Sent: Thursday, February 11, 2021 12:10 PM To: Michael Mullin <mmullin@nassaucountyfl.com>; Susan Gilbert <sgilbert@nassaucountyfl.com> Subject: FW: Wolf v. Nassau County

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Hello Mike and Susan:

We just realized we still have the original signed Release in our file. Do you want it mailed to you?

Jeanne

X

Jeanne McDuffie

Legal Assistant

Marks Gray, P.A. | 1200 Riverplace Boulevard, Suite 800 | Jacksonville, FL 32207 Email: <u>imcduffie@marksgray.com</u> | Phone: 904-807-2130 | Fax: 904-399-8440

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