

**SETTLEMENT AND RELEASE AGREEMENT**

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is entered into as of the date the last party executed this Agreement (the "Effective Date") by and between the Nassau County, Florida ("County") and Georgia Outdoor Advertising II, LLC ("Georgia Outdoor") (The County and Georgia Outdoor are collectively referred to herein as "Parties;" each may be referred to as "Party" in the singular). The Parties are executing this Agreement as to the following:

**RECITALS**

WHEREAS in August 2020, the Georgia Outdoor began to pursue one off-premise billboard at Parcel No. 39-2N-26-0000-0001-0030 in the County, which included Georgia Outdoor requesting that the County sign off on its Florida Department of Transportation permit form; and

WHEREAS on February 16, 2021, Georgia Outdoor sent the County a Notice of Claim pursuant to the requirements of Florida Statute 768.28(6)(a) regarding the County's handling of its appeal application and permit application; and

WHEREAS the Parties wish to resolve their dispute over Georgia Outdoor's pursuit of one off-premise billboard on Parcel No. 39-2N-26-0000-0001-0030; and

WHEREAS certain other disputes have arisen or might arise in the future between the Parties regarding the matters contended or which could have been contended in the requests for an off-premise billboard and administrative appeal, and because the Parties wish to settle any and all disputes or claims between them in their entirety, they enter into this Agreement.

Therefore, in light of the foregoing and based upon the exchange of valuable consideration by and between the Parties to this Agreement – including the County's agreement to allow one new off-premise billboard and the waiver of all legal claims as set forth below – the Parties to this Agreement agree as follows:

Each Party to this Agreement mutually releases and forever discharges the other Party to this Agreement and such Party's successors, assigns, agents, affiliates, officers, directors, commissioners, employees, representatives, insurers, and attorneys and each of them of and from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, attorneys' fees, actions and causes of action, of every nature, character and description, known or unknown, which any of the respective Parties to this Agreement, now own or hold or may have at any time previously owned or held, or may at any time own or hold against any other Party to this

Agreement with respect to the requests for one off-premise billboard on Parcel No. 39-2N-26-0000-0001-0030 excepting enforcing this Agreement.

Georgia Outdoor agrees to the following:

- To waive all claims for damages, including those due pursuant to 42 U.S.C. § 1983 and any other legal theory or statute;
- Except for the amount provided below, to waive all claims for attorneys' fees and expenses pursuant to 42 U.S.C. § 1988 and any other legal theory or statute;
- To not advertise "adult" or "mature" content or any type of tobacco products on the one sign posted pursuant to this Agreement;
- To build, operate, relocate, and modify one State-legal off-premise outdoor advertising sign structure on Parcel No. 39-2N-26-0000-0001-0030 in compliance with all County Ordinances and State laws **other** than the spacing requirement set forth in Section 20 ½ - 131(1) of the Nassau County Code. The sign shall be no more than 50 feet in height with faces measuring no greater than 672 square feet and shall comply with all County Ordinances and requirements in all aspects. The sign pole shall be set back at least fifteen feet from the outside edge of the right-of-way line and comply with all applicable County Ordinances and State laws. The sign's location is set forth in Exhibit A to this Agreement, and will also contain Georgia Outdoor's proposed on-site tree removal area.

The County further agrees to the following:

- To allow Georgia Outdoor to build, operate, relocate, and modify one State-legal off-premise outdoor advertising sign structure on Parcel No. 39-2N-26-0000-0001-0030 in compliance with all County Ordinances and State laws **other** than the spacing requirement set forth in Section 20 ½ - 131(1) of the Nassau County Code. The spacing exemption shall be applicable to one sign only, and the sign's location is set forth in Exhibit A to this Agreement.
- Pay Georgia Outdoor Twenty-Five Thousand Dollars (\$25,000.00) to partially reimburse them for their attorneys' fees incurred to date in pursuit of this matter;
- To issue or complete all necessary County permits or inspections – such as building permits or electrical permits – for the signs promptly and in no case longer than thirty (30) business days after Georgia Outdoor's request for same so long as the forms comply with appropriate County and State law;
- To allow Georgia Outdoor to remove trees on the parcel as necessary to ensure good visibility of the one outdoor advertising sign, so long as the trees on Parcel No. 39-2N-26-0000-0001-0030 are not part of a required landscape plan and comply with the tree removal plan set forth in Exhibit A; and
- To complete and certify the necessary portions of any applicable State forms promptly and in no case longer than thirty (30) business days after Georgia Outdoor's request for same so long as the forms are complete and comply with appropriate County and State law.

This Agreement sets forth all, and is intended to be an integration of all, of the covenants, promises, agreements, warranties, and representations among the Parties and, other than as expressly set forth herein, there are no covenants, promises, agreements, warranties, representations, or other understandings, oral or written, express or implied, among them relating to any and all disputes that exist or might exist between the Parties. This Agreement constitutes the entire agreement between the Parties.

This instrument may be executed in separate counterparts and shall become effective when the last Party has executed the Agreement and the Parties have exchanged separate counterparts of the Agreement.

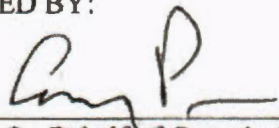
This Agreement shall be governed by the substantive and procedural laws of the State of Florida. Any suit brought to enforce any provisions of this Agreement must be brought in the courts of the State of Florida in Nassau County.

Each Party and each of the undersigned individuals warrant to the other Party that the undersigned have the authority to execute this Agreement and to bind the respective Parties to this Agreement.

Georgia Outdoor may assign their rights herein and the terms of this Agreement shall be binding on all successors or assigns of Georgia Outdoor. Georgia Outdoor agrees to provide a copy of this Agreement to any successor.

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: July <sup>4</sup>11, 2022.

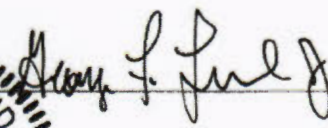
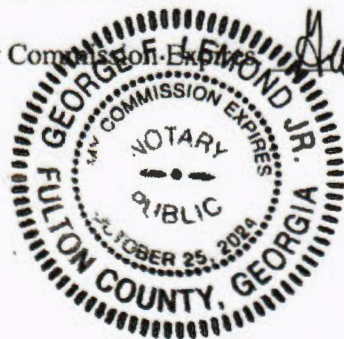
By:   
On Behalf of Georgia Outdoor

Its: President

Sworn to and subscribed before me this 11<sup>th</sup> day of July, 2022.

NOTARY PUBLIC

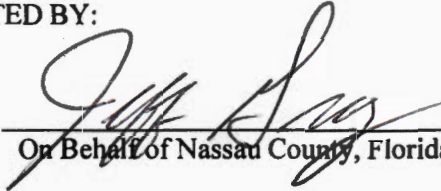
My Commission Expires

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: August 3, 2022.

By:

  
On Behalf of Nassau County, Florida

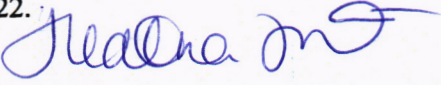
Its:

Chairman

Sworn to and subscribed before  
me this 3rd day of ~~July~~, 2022.  
August

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

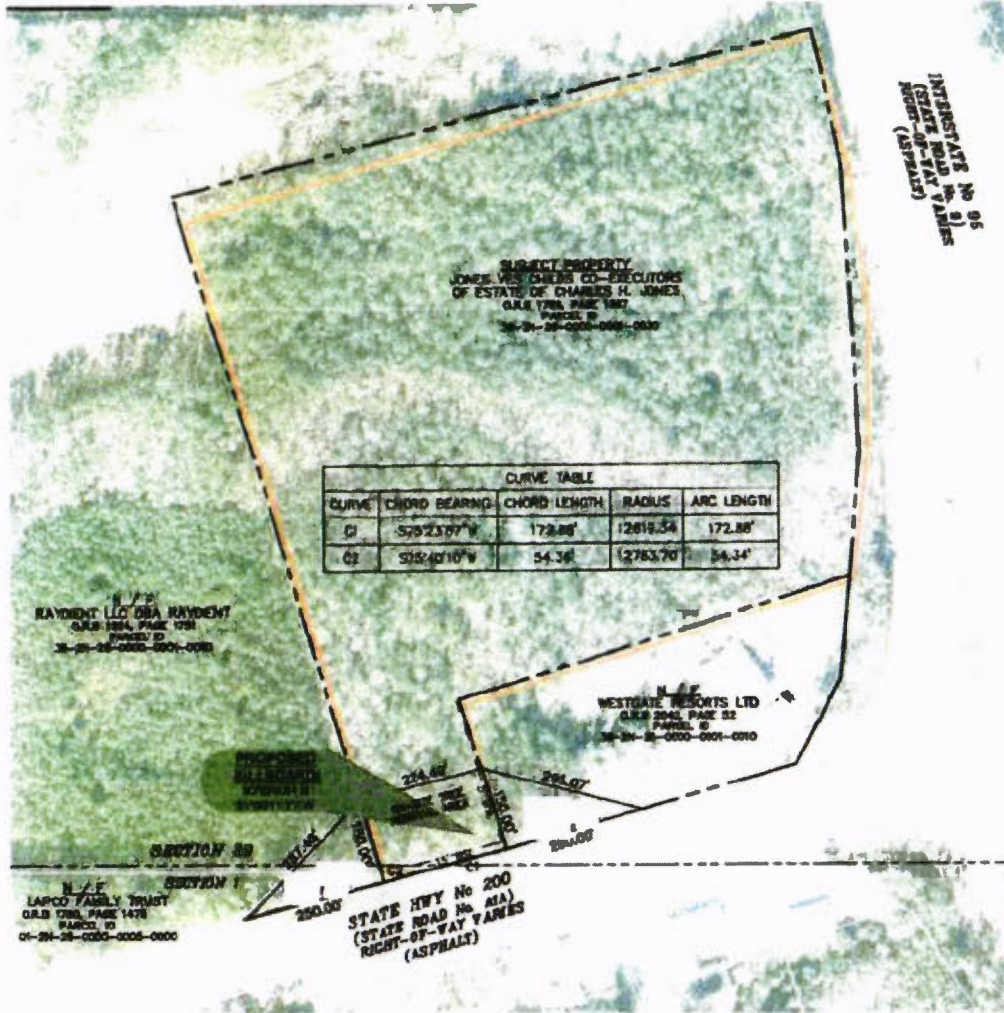




HEATHER NAZWORTH  
Notary Public, State of Florida  
My Comm. Expires December 28, 2025  
Commission No. HH 212240

Exhibit "A"

**NOT FOR  
RECORDING  
OR  
TO BE USED FOR  
THE TRANSFER OF  
REAL PROPERTY**



**NOTES**

1. OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION PROVIDED TO BE REASONABLY ACCURATE.
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5. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION PROVIDED TO BE REASONABLY ACCURATE.
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7. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION PROVIDED TO BE REASONABLY ACCURATE.

**BILLBOARD EMBLEM**

FOR  
**ESTATE OF CHARLES H. JONES**  
A PORTION OF SECTION 1 & A PORTION OF SECTION 30  
OF THE E. WATERMAN GRANT, TOWNSHIP 2 NORTH,  
RANGE 26 EAST,  
MASSAUI COUNTY FLORIDA,  
BEING A PORTION OF THOSE LANDS DESCRIBED AND  
RECORDED IN OFFICIAL RECORDS BOOK 1769, PAGE 1887,  
AND IN OFFICIAL RECORD BOOK 1769, PAGE 1882.



REV ADDED BUILDING SET BACK LINES	R.L.S. NO. N/A	SCALE: 1" = 150'
	DATE: 5-11-2022	ALP: P 868
	CPWD:	DRAWING NO. 8404-22-C
	ENGINE: POB	DATA COLL: N/A
	PROJ. NO.: 4828-078-01	

**DONALDSON,  
GARRETT,  
&  
ASSOCIATES, INC**  
Macon, Charlotte  
4878 RIVERSIDE DRIVE P.O. BOX 7008  
MACON, GA 31216  
(478)744-8380 Fax: (478) 477-3534  
http://www.dg-a.com CDP# LP1504413

NOT FOR  
RECORDING  
OR  
TO BE USED FOR  
THE TRANSFER OF  
REAL PROPERTY

SUBJECT PROPERTY  
JONES MES CHILDS CO-EXECUTORS  
OF ESTATE OF CHARLES H. JONES  
G.L.S. 1798, PAGE 1887  
PARCEL D  
38-28-28-0000-0001-0000

CURVE TABLE				
CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	S75°23'37"W	172.88'	12619.34'	172.88'
C2	S75°40'10"W	54.34'	12763.70'	54.34'

N / E  
RAYMENT LLC DBA RAYMENT  
G.L.S. 1798, PAGE 1788  
PARCEL D  
38-28-28-0000-0001-0000

N / E  
WESTGATE RESORTS LTD  
G.L.S. 2016, PAGE 82  
PARCEL D  
38-28-28-0000-0001-0010

N / E  
SECTION 1  
LAPCO FAMILY TRUST  
G.L.S. 1798, PAGE 1476  
PARCEL D  
01-28-28-0000-0000-0000

STATE HWY No 200  
(STATE ROAD No. 41A)  
RIGHT-OF-WAY VARIES  
(ASPHALT)

INTERSTATE No. 95  
(STATE ROAD No. 1A)  
RIGHT-OF-WAY VARIES  
(ASPHALT)



NOTES

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR RECORDING OR FOR THE TRANSFER OF REAL PROPERTY.  
2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RIGHTS DESCRIBED IN THE PLANS REFERRED TO IN THIS PLAN.  
3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RIGHTS DESCRIBED IN THE PLANS REFERRED TO IN THIS PLAN.  
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BILLBOARD EXEMPT  
FOR  
ESTATE OF CHARLES H. JONES  
A PORTION OF SECTION 1 & A PORTION OF SECTION 38  
OF THE E. WATERMAN GRANT, TOWNSHIP 2 NORTH,  
RANGE 26 EAST,  
NASSAU COUNTY FLORIDA,  
BEING A PORTION OF THOSE LANDS DESCRIBED AND  
RECORDED IN OFFICIAL RECORDS BOOK 1769, PAGE 1887,  
AND IN OFFICIAL RECORD BOOK 1769, PAGE 1892.

REV. ADDED BUILDING SET BACK LINES	R/L.E. NO. N/A	SCALE: 1" = 150'	
DATE: 5-11-2022	CHRD:	ALP: P 888	
DRWN: POB	PRDL NO.: 4528-079-01	DRAWING NO. 3404-ZZ-C	
		DATA COLL: N/A	