

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (“Agreement) and Release”) is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the “County” and PALMETTO CERTIFIED ARBORIST & LANDSCAPE DESIGN, LLC DBA, GAGE TREE CARE, a Florida for Profit Corporation, hereinafter “GAGE”.

**RECITALS:**

**WHEREAS**, on March 9, 2024, a truck driven by GAGE damaged approximately 9’ by 125’ section of the COUNTY’S road located approximately at 940240 Old Nassauville Road, Fernandina Beach, Florida 32034 due to a ruptured hydraulic line and spill of hydraulic oil; and

**WHEREAS**, COUNTY had the damage repaired which cost or will cost COUNTY Nine Thousand Seven Hundred and Twenty-Three Dollars and Fifty-Three Cents (\$9,723.53); and

**WHEREAS**, COUNTY submitted a claim to GAGE for COUNTY’S repair costs to fix the damaged road (“Claim”); and

**WHEREAS**, GAGE and COUNTY, without admitting any liability or fault, desire to settle the Claim including any and all disputes or causes of action that arise from, relate or refer in any way, whether directly or indirectly, to the Claim; and

**WHEREAS**, GAGE and COUNTY desire to reduce their settlement to a writing so that it shall be binding upon them as well as their respective officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates; and,

**WHEREAS**, GAGE and COUNTY have determined that entering this Agreement and Release is in the best interests of each agency and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and consideration set forth in this Agreement and Release, and with the intent to be legally bound, GAGE and COUNTY agree as follows:

1. The foregoing recitals are incorporated into this Agreement and Release as true and correct statements as if set forth herein in their entirety.
2. County will present this Agreement and Release to the Nassau County Board of County Commissioners in a public meeting. If approved, then County will provide an executed copy to GAGE.
3. If COUNTY approves this Agreement and Release, COUNTY will provide a fully executed copy of this Settlement and Release to GAGE.

4. GAGE will within 30 days of its receipt of the fully executed Agreement and Release from COUNTY, pay COUNTY Nine Thousand Seven Hundred and Twenty-Three Dollars and Fifty-Three Cents (\$9,723.53).

5. Each party agrees to bear its own fees and costs arising from and in connection with the Claim and this Agreement and Release.

6. In consideration of GAGE'S and COUNTY'S resolution of the Claim, and for other good and valuable consideration as enumerated in this Agreement and Release, the receipt and adequacy of which is hereby acknowledged, GAGE and COUNTY, on behalf of themselves, as well as on behalf of their officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates hereby expressly release and forever discharge among themselves and each other, as well as their officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates from any and all claims, demands, causes of actions, damages, costs, attorney's fees, expenses and obligations of any kind or nature whatsoever that they have asserted or could have asserted against any other of them that arise from or relate to or refer to in any way to the damage to the roadway and the Claim, whether directly or indirectly.

7. GAGE and COUNTY acknowledge that they have read and fully understand all of the provisions contained in this Agreement and Release. Both parties each further acknowledge and affirm that they are able to understand this Agreement and Release in its entirety, and that this Agreement and Release is being entered and executed by both of them hereto knowingly and voluntarily of their own free act and deed.

8. This Agreement and Release constitutes the entire agreement and understanding between the parties. No statement, remark, agreement, or understanding, oral or written, which is not contained in this Agreement and Release shall be recognized or enforced.

9. GAGE and COUNTY acknowledge and agree that this Agreement and Release is intended to and shall be binding upon their respective officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates.

10. GAGE and COUNTY recognize and acknowledge that this Agreement and Release memorializes and states a settlement of the Claim and nothing in this Agreement and Release shall be construed to be an admission of any kind, whether of fault, liability, or of a particular policy or procedure, on the part of GAGE or COUNTY.

11. GAGE and COUNTY acknowledge and agree that this Agreement and Release is the product of mutual negotiation and no doubtful or ambiguous language or provision in this Agreement and Release is to be construed against any party based upon a claim that the party drafted the ambiguous provision or language or that the party was intended to be benefited by the ambiguous provision or language.

12. This Agreement and Release may be amended only by a written instrument

specifically referring to this Agreement and Release and executed with the same formalities as this Agreement and Release.

13. In the event of an alleged breach of this Agreement and Release, GAGE and COUNTY agree that all underlying causes of action or claims of GAGE and COUNTY have been mutually extinguished, among and between each of them, by this Agreement and Release and that the sole remedy for breach of this Agreement and Release shall be for specific performance of its terms and conditions; or for any damages arising from the breach. In this regard, GAGE and COUNTY further agree that the sole venue for any such action shall be in Nassau County, Florida.

14. The laws of the State of Florida shall govern this Agreement and Release.

15. The parties further agree that time is of the essence in all respects regarding this Agreement and Release.

16. The parties agree that this Agreement and Release and any and all other documents in connection with the settlement of this matter may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument. Furthermore, the parties agree that an electronic or digital copy of a party's signature shall be deemed the equivalent of an original.

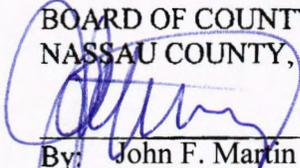
17. Each person signing this Agreement and Release represents and warrants that he or she has fully authority to executed it on behalf of himself or herself, or on behalf of the entity on whose behalf he or she signs.

18. There are no third-party beneficiaries to this Agreement and Release.

**[Remainder of this Page Left Intentionally Left Blank.]**

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Mutual Release which shall be deemed an original on the day and year last written below.

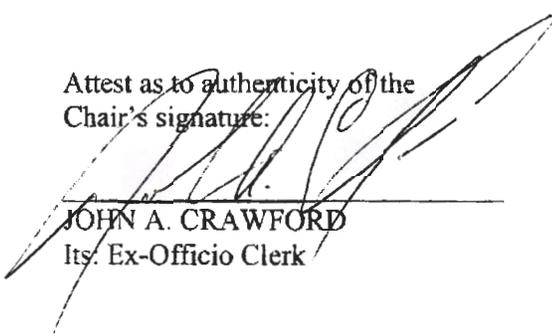
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
By: John F. Martin

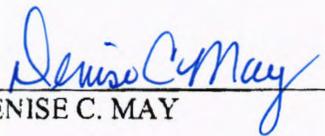
Its: Chairman

Date: April 22, 2024

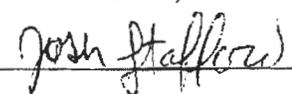
Attest as to authenticity of the  
Chair's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

  
DENISE C. MAY

PALMETTO CERTIFIED ARBORIST & LANDSCAPE DESIGN, LLC  
DBA, GAGE TREE CARE, INC

By:   
Josh Stafford

Its: Owner

Date: 4-11-24