

SETTLEMENT AGREEMENT, RELEASE AND COVENANT NOT TO SUE

This Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into this ____, day of _____, 2025 between Seminole County, Florida ("County") and Robert and Melissa Taylor ("Taylors"), owners of the property located at 601 Lake Shore Drive, Maitland, Florida 32751, Parcel # 24-21-29-509-0E00-0100 ("Property"). The County and the Taylors are collectively referred to herein as the "Parties".

WHEREAS, County issued permit number BP25-00008630 ("Permit" or "Permit # BP25-00008630") to the Taylors to construct a pool on the Property and thereafter, the Taylors began construction; and

WHEREAS, after the permit was issued and significant construction commenced, it was determined that the location of the proposed pool was not permitted by the Seminole County Land Development Code; and

WHEREAS, the Taylors applied for a variance, County file number BV2025-115 ("Variance"), to allow the pool to remain in the location proposed by the Permit; and

WHEREAS, the Variance was granted by the Seminole County Board of Adjustments, see Development Order # 25-30000115 attached hereto and incorporated herein as Exhibit "A" ("Development Order"); and

WHEREAS, the Variance approval has been appealed by a neighboring property owner, and the Taylors have indicated they are amenable to terminating the Variance on the Property; and

WHEREAS, County has agreed to reimburse the Taylors for the purpose of returning the Property to the condition it existed before the permit was issued and construction commenced; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions of the Parties' understanding and to resolve the matter in the best interest of the public health, safety and welfare.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration set forth herein, the sufficiency of which is acknowledged by the Parties, the County and the Taylors agree as follows:

- 1) **RECITALS**. The above recitals are true and correct and are integrated into this Agreement.

2) COUNTY OBLIGATIONS.

- a. County shall pay the Taylors \$40,000.00 ("Payment"). The Payment will be made upon County's receipt of the Taylor's written request to terminate the Variance pursuant to Section 3.a. herein. The Payment shall constitute the County's only and final payment to the Taylors for any and all existing and future claims that have arisen or may arise from the County's issuance of Permit BP25-00008630, the Variance, and construction of the pool, including all attorney's fees and costs that may have been or will be incurred by the Taylors related to this matter.
- b. Upon County's receipt of the Taylors' written request to terminate the Variance, the County will issue a development order terminating the Variance in accordance with Section 4 of the Development Order.
- c. Upon issuance of the development order terminating the Variance, the County will accept revisions to the Permit as set forth in Section 3.b. herein. Upon completion of the work authorized by the revised Permit, the County will conduct the final inspection and close out the Permit consistent with all requirements of applicable statutes, codes, and regulations.

3) TAYLORS OBLIGATIONS.

- a. The Taylors shall submit a written request to the County's Development Services Department seeking termination of the Variance.
- b. The Taylors shall revise Permit # BP25-00008630 and change the scope of the Permit to reflect the work necessary to remove the partially constructed pool and return the Property to the condition in which it existed prior to pool construction, as per Exhibit "B" attached hereto and incorporated herein by reference.
- c. The Taylors shall complete the work authorized by the revised Permit and contact the County Building Division to request a final inspection to confirm completion and close out the Permit consistent with all requirements of applicable statutes, codes, and regulations.

- 4) RELEASE AND COVENANT NOT TO SUE.** The Taylors, in consideration of the Payment, and the other good and valuable consideration set forth herein, for themselves, their heirs, personal representatives, and assigns, release and forever discharge County from any and all actions, claims, charges, demands, damages, losses, causes of action, and expenses or costs of whatever nature, or attorney's fees or costs of any nature, whether known or unknown, arising

from any matter directly or indirectly related to the Permit or Variance described herein. The Taylors credit, satisfy, release and discharge any and all damages and causes of actions that may have been caused by the County, as may be determined in the future, regardless of whether such acts are negligent, intentional, wrongful, or constitute a breach of duty, acts for which there is strict liability, or any acts whatsoever.

The Taylors understand and agree the County does not admit liability of any sort and that this Agreement is made as a compromise by the Parties to avoid unnecessary expenses, a protracted appeal and any subsequent potential litigation, and to finally terminate any and all controversy or claims against the County, known or unknown, any and all injuries and damages, including future unexpected developments of known items or unexpected new items, in any way growing out of or connected with the Permit or Variance described herein.

The Taylors covenant not to sue the County for any causes of action arising out of the Permit or Variance described herein.

5) **MISCELLANEOUS PROVISIONS.**

- a. This Agreement shall become effective upon the date the last party executes it.
- b. This Agreement shall be governed by the laws of the State of Florida. Venue for any proceedings shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida.
- c. If any provisions of this Agreement or the application thereof is deemed invalid or unenforceable by a court of law, the remainder of this Agreement will not be affected and will continue to be enforced to the extent permitted by law.
- d. This Agreement may not be assigned by either party without the written consent of the non-assigning party.
- e. The Parties agree that this Agreement is the entire agreement of the Parties, and it supersedes all oral and written agreements and negotiations between the Parties relating to the subject matter contained herein.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for the purposes herein expressed.

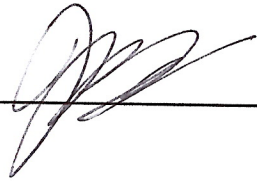
SEMINOLE COUNTY, FLORIDA

Approved as to form and
legal sufficiency.

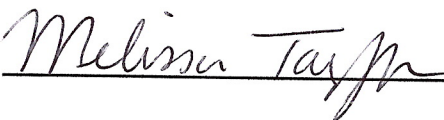
Darren Gray, County Manager

Kate Latorre, County Attorney

ROBERT TAYLOR



MELISSA TAYLOR



Approved as to form and
legal sufficiency.

A. Bryant Applegate

A. Bryant Applegate, Attorney for the Taylors

Attachments:

Exhibit "A"- Development Order # 25-30000115

Exhibit "B"- Invoices for costs to remove pool and restore the Property