

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA**

**SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA,**

**Petitioner,**

v.

**CASE NO. 2011 CA 005416 NC  
Parcel Nos. 16 & 17**

**ADAMS HOMES OF NW FLORIDA, INC.,  
and all those listed on Exhibit A attached to the  
Petition in Eminent Domain,  
Defendants.**

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**MEDIATED SETTLEMENT**

At the Mediation Conference held on May 11, 2012, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Defendant, Thunderbird Florida, L.C., the sum of \$40,000.00 in full settlement of all claims for compensation from Petitioner whatsoever, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees, experts' fees and costs. Petitioner is entitled to a credit in the amount of \$14,000.00, said amount having been previously deposited in the Registry of the Court in this case by Petitioner. Upon the satisfaction of the conditions of this Settlement Agreement and the entry of the Stipulated Final Judgment in this matter, Petitioner will pay to Thunderbird Florida L.C., the sum of \$26,000.00, representing the difference between the total settlement sum referenced above and Petitioner's previous deposit referenced above.

2. In addition to the above-referenced settlement sum, Petitioner will pay to the trust account of Defendant's attorney the sum of \$7,260.00 in full satisfaction of all attorney's fees incurred by Defendant in this case.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees, Petitioner will pay to the trust account of Defendant's attorney the sum of \$600.00 in full satisfaction of all expert witness costs incurred by Defendant in this case.

4. This Settlement Agreement is subject to and conditioned upon final approval by The School Board of Sarasota County, Florida. The School Board will review this Settlement Agreement on or before June 5, 2012.

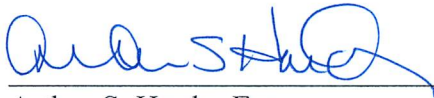
This Settlement Agreement, dated May 11, 2012, contains all of the agreements of the parties.



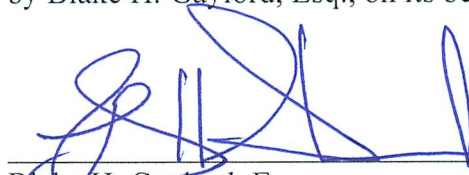
Kenneth Marsh, on behalf of the  
Petitioner, The School Board of  
Sarasota County, Florida



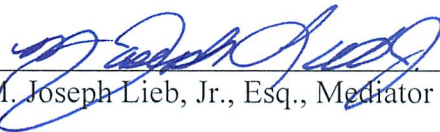
Defendant Thunderbird Florida, L.C.  
by Blake H. Gaylord, Esq., on its behalf



Arthur S. Hardy, Esq.  
Attorney for Petitioner



Blake H. Gaylord, Esq.  
Attorney for Defendant Thunderbird  
Florida, L.C.



M. Joseph Lieb, Jr., Esq., Mediator